1140.

# SUPREME COURT OF THE UNITED STATES.

## No. 143.

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## ALBERT SEEKAMP'S ADMR., APPT.,

VS.

## CHARLES L. McCOULL, ADMR. DE BONIS NON OF NEIL McCOULL, DECD., & AL.

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APPEAL FROM CIRCUIT COURT UNITED STATES, EASTERN DISTRICT OF VIRGINIA.

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*Pleas at the United States Court-Room in the City of Richmond, before the Court of the United States for the Fourth Circuit and Eastern District of Virginia, on the 7th day of June*, 1849.

Be it remembered, that heretofore, to wit: on the 29th day of May, 1835, came Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, into the clerk's office of the United States Court for the fifth circuit and Eastern District of Virginia, and filed their bill of complaint against Julia L. M'Coull, widow of Neil M'Coull, and others; which bill, with the exhibits therewith filed, is in the words and figures following, to wit:—

*Bill.*

To the honorable the judges of the Circuit Court of the United States for the fifth circuit and Eastern District of Virginia:

Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, citizens and inhabitants of the State of Maryland, show to your honors that on the 3d day of December, 1814, they, as the administrators of the said Seekamp, recovered a judgment in this honorable court against a certain Neil McCoull, of the State of Virginia, for the sum of five thousand six hundred and eighty-eight dollars, and costs of suit, which judgment was affirmed by the Supreme Court of the United States upon a writ of error, with costs and damages, at the rate of six per centum per annum, including interest on the amount of the said judgment; and a judgment was accordingly rendered in this court for that amount on the 22d day of May, 1817, in conformity to a mandate from the Supreme Court, including the costs in that court; that a writ of *capias ad satisfaciendum* issued upon said last-mentioned judgment against the body of the said Neil McCoull, on the 29th day of July, 1817; that upon the said execution the said McCoull was taken in custody by the marshal, and remained in custody under the said writ until the 18th day of July, 1821, when he was discharged from custody under the provisions of the act of Congress for the relief of persons imprisoned for debt. Copies of the said judgments and execution, marked (A), and of the proceedings under said act of Congress, marked (B), are herewith filed and prayed to be taken as parts of this bill; that by the judgments aforesaid they are advised they acquired a lien upon the lands of the said McCoull: that on the said 18th day of July, 1821, the said McCoull being then charged in execution for the said last-mentioned judgment, executed a deed whereby he conveyed to John

Pegram, the marshal of the Eastern District of Virginia, and his successors in office, the said McCoull's right, title and interest either in possession or reversion to any lands, tenements, hereditaments, or other property, either real, personal or mixed, for the *bona fide* purpose of securing the payment of the amount of the said judgment of your orators as the administrators of the said Seekamp. The said deed was admitted to record in the Clerk's office of the county court of Henrico, on the said 18th day of July, 1821, the day of its date. A copy of said deed, marked (C), is herewith filed and prayed to be taken as a part of this bill. That the said Neil McCoull, in the year 1812, purchased from Walter Shelton, a commissioner appointed by the county court of Henrico, for selling the lands belonging to the estate of Wiltshire M. Lewis, deceased, a tract of land in Henrico county, containing 413 acres, which is more particularly described in the deed from Shelton to McCoull, recorded in Henrico county court-office, bearing date the 20th September, 1812, a copy of which, marked (D), is herewith filed, and prayed to be taken as a part of this bill. To secure the payment to said Shelton of $13,510, the purchase-money of said tract, the said McCoull, by a deed bearing date the 20th day of September, 1812, conveyed the same in trust to a certain John Parkhill, a copy of which deed is herewith filed, marked E, as part of this bill. The said McCoull, without a sale under the said deed of trust, paid to the said Shelton the whole amount of the said debt of $13,510. That previous to the execution of the deed above mentioned to John Pegram, for the purpose of securing the said judgments of your orators, the said McCoull had sold to different persons portions of the said tract of land in Henrico, purchased from said Shelton, but a considerable portion of the said land remained in his possession unsold at the date of the said last-mentioned deed, which by the provisions of said deed was subjected to the payment of the said judgment. The said McCoull, subsequent to the execution of the said deed for the satisfaction of your orators' judgment, departed this life in the year without having obtained from the said Parkhill and the said Shelton a release of the deed of trust given to secure the original purchase money for said tract of land, although the same had been entirely paid off by the said McCoull in his lifetime. The said McCoull died intestate, leaving a widow, Julia, and five children, to wit: Ann, Charles Logan, Mary Pleasants, Julia Logan, and John James McCoull, of whom Mary Pleasants, Julia Logan and John James are infants, and the said McCoull's estate was committed for administration to Benjamin Shappaid, Sheriff of Henrico county. That William Selden, with a full knowledge of your orators' said judgment against the said McCoull, and of the said deed to John Pegram given to secure the said judgment (and which, as before stated, conveyed all the tract purchased from the said Shelton, which had not been previously sold), pretended, on the 14th day of September, 1829, to purchase of the said widow and children of said Neil

McCoull one hundred acres of that portion of the said tract of land which was in his possession at the time of his death, and had executed to him on the day and year last aforesaid a deed for the same, signed by the said Parkhill, the trustee, Julia, Ann and Charles L. McCoull, the adult children of said McCoull, and by the said Shelton, commissioner. A copy of the said deed, marked F, is herewith filed, and prayed to be taken as a part of this bill. That in the deed last aforesaid the said one hundred acres are described as part of the Marion Hill tract, situate in Henrico County, between Powhatan and Tree Hill estates, and bounded by James River on the south, by the Richmond and Osborne's Turnpike on the north, by Almons (sometimes called Gillies, sometimes Tom Fields) Creek on the west, and by Tree Hill and Robert R. Glenn's on the east.

The said Selden, well knowing from the situation of the affairs of the said McCoull and from the lien of your orators upon his property, that no good title could be made him by the widow and heirs of the said McCoull, did in fact pay to them a very trivial consideration for the said 100 acres of land, compared with the full value thereof, and did not pay a farthing to the said Shelton or his trustee, the said Parkhill, in consideration for the said conveyance, the latter holding the naked legal title, the object of the trust having been long before satisfied. Your orators are advised that they have a valid subsisting lien upon the said 100 acres of land purchased by the said Selden, notwithstanding the said conveyance, and that the same should be applied in satisfaction of their said judgment.

The said McCoull, by the deed aforesaid to the said Pegram, conveyed for the purpose above mentioned all the lands purchased by him of Barkett Still; and at the date of the said deed the said McCoull was in possession of a tract of land in Henrico county, containing twenty-three acres, purchased of said Still, and more particularly described in a deed from said Still to McCoull, dated on the 18th day of July, 1812, a copy of which is herewith filed, marked G, and prayed to be taken as a part of this bill, and was also in possession of a lot of land in said county, purchased from said Still, distinguished as No. 25, and described more particularly in said Still's deed to McCoull, bearing date 21st July, 1813, a copy of which, marked H, is herewith filed, and prayed to be taken as a part of this bill. These two last mentioned tracts or parcels of land remained in said McCoull's possession till his death, and have since come into the hands of his said widow and heirs, and your orators are advised that the same are liable under the deed to the said Pegram, to the satisfaction of your orators' said judgment. Your orators are also advised that they have a right to subject all the other lands and property conveyed on the said deed, executed for their benefit, to the satisfaction of their said judgment, in whatever hands they may be found, as the said deed operated to bind the said property thereby conveyed from the date of its admission to record.

In consideration whereof, and for as much as your orators can only

have adequate relief in the premises in a court of equity, where matters of this sort are properly cognizable. To the end, therefore, that the said Julia, widow of said McCoull, and said Ann, Charles L., Mary P., Julia L., and John James McCoull (the three last by their guardian *ad litem*, to be appointed by the court), heirs of the said Neil McCoull, Benjamin Sheppard, administrator of said McCoull, William Selden and Edmund Christian, Marshal for the Eastern District of Virginia, and the successor of the said John Pegram, all of which persons are citizens and inhabitants of the State of Virginia, may be made defendants to this bill, and may upon their respective corporal oaths to the last and utmost of their several and respective knowledge, remembrance, information and belief, full, true, direct and perfect answer make, to all and singular the matters aforesaid, and that as fully and particularly as if the same were here again repeated, and they thereto distinctly interrogated. And more particularly that the said Selden be required to answer and say if he did not purchase the land as described in exhibit F, and if so, of whom, and for what price, upon what terms, and at what time; that the said widow and heirs of said McCoull be made to answer whether any property descended to or has been received by them as the heirs or distributees of the said McCoull, or was transferred to them by the said McCoull, after the date of the said deed, marked E, or of the said judgments, and if any, whether the same or any portion thereof has been sold by them, to whom and for what price; and your orators further pray, that your honors would decree a sale of the said hundred acres of land conveyed as aforesaid to the said William Selden, and the two parcels of land conveyed by said Still to said McCoull, and whatever land or other property subject to the debt of your orators as administrators of said Seekamp may have descended or come to the hands of the widow and heirs of said McCoull, and that so much of the proceeds of said sales as may be necessary to pay off and discharge the said judgment, with interest and costs, may be applied in satisfaction thereof; and that your honors would grant such other and further relief in the premises as the nature of their case may require, and to equity may seem meet. May it please, &c.

MAYO & NICHOLAS,
*Counsel for Complainants.*

(*Exhibit* A, *filed with the Bill.*)

UNITED STATES COURT,
*5th Circuit, Virginia District*, November 30th, 1814.

FREDERICK L. E. AMELUNG and SOPHIA, his wife, late SOPHIA SEEKAMP, Adm'tors of ALBERT SEEKAMP, dec'd, Plaintiffs,
*against*
NEIL MCCOULL, Defendant.

In Case.

This day came the parties, by their attorneys, and thereupon came a jury, to wit: Benjamin Stetson, George W. Payne, John S. Ellis, Norman Stewart, James H. Lynch, Hezekiah Mosly, Richard Crench, Philip Haxall, Edmund W. Rootes, John S. Gatewood, John King, and Marcellus Smith, who, being elected, tried, and sworn the truth to speak upon the issue joined, upon their oath do say, that the defendant did assume upon himself in manner and form as the plaintiffs against him have complained; and they do assess the plaintiffs' damages, by occasion of the non-performance of such assumption, to five thousand six hundred and eighty-eight dollars; and the court not being advised what judgment to give in the premises, take time to consider thereof.

*December* 3*d*, 1814.

This day came the parties, by their attorneys, and thereupon the defendant saith, that the court ought not to proceed to judgment upon the verdict rendered in this cause on the thirtieth day of the last month, for the following reasons:

Because he saith that after the plea pleaded the original plaintiff, Albert Seekamp, departed this life, and Sophia Seekamp, his administratrix, sued forth a *scire facias* to revive the suit on the fourth of July, one thousand eight hundred and eleven; that while the suit stood revived in her name as administratrix aforesaid, the said Sophia Seekamp intermarried with Frederick L. E. Amelung, and on the fourth of December, one thousand eight hundred and twelve, this defendant having pleaded the intermarriage aforesaid, it was ordered that the *scire facias* should be abated; whereupon the said Frederick L. E. Amelung, and Sophia his wife, as administratrix aforesaid, sued out a new *scire facias* to revive the suit, and there being no new plea pleaded, or any consent that the cause should be revived in any other manner than the law would direct, the jury was empannelled, and a verdict found as aforesaid; and the said defendant saith that the Act of Congress, in that case made and provided, doth not warrant the revival of the suit in the name of the said Amelung and wife under the circumstances aforesaid. And thereupon the matters of law arising upon the said plea in arrest of judgment being argued, the court is of opinion that the same is not good and

sufficient in law to arrest the judgment on the verdict aforesaid. Therefore it is considered by the court that the plaintiffs recover against the defendant five thousand six hundred and eighty-eight dollars, their damages aforesaid, in form aforesaid assessed, and their costs by them about their suit in this behalf expended. And the said defendant in mercy, &c.

*May 22d*, 1817.

A mandate from the Supreme Court of the United States was this day received in these words:

[SEAL.] "THE PRESIDENT OF THE UNITED STATES OF AMERICA, *ss.*

"To the honorable the Judges of the Circuit Court of the United States, for the District of Virginia, greeting: Whereas, lately in the Circuit Court of the United States, for the District of Virginia, before you, or some of you, in a cause, wherein Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administrators of Albert Seekamp, deceased, were plaintiffs, and Neil McCoull was defendant, in a plea of trespass on the case, judgment was rendered by the said circuit court for the said plaintiffs against the said defendant for the sum of five thousand six hundred and eighty-eight dollars damages, and costs of suit, as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States, by virtue of a writ of error, agreeably to the Act of Congress in such case made and provided, fully and at large appears. And whereas in the present term of February, in the year of our Lord one thousand eight hundred and seventeen, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel: On consideration whereof it is adjudged and ordered that the judgment of the said circuit court in this case be, and the same is hereby affirmed, with costs and damages at the rate of six per centum per annum including interest, on the amount of the judgment of the said circuit court. You therefore are hereby commanded that such execution and proceedings be had in said cause, as according to right and justice, and the laws of the United States ought to be had, the said writ of error notwithstanding: Witness the honorable John Marshall, Chief Justice of the said Supreme Court, the first Monday in February, in the year of our Lord one thousand eight hundred and seventeen.

E. B. CALDWELL,
*Clerk of the Supreme Court of the United States.*

Appellees costs taxed. Clerk $8 39, Attorney $20—$28 39.
E. B. C."

Thereupon it is considered by the court that the plaintiffs recover

against the defendant their costs by them in the Supreme Court expended, and damages at the rate of six per centum per annum, including interest, on the amount of the judgment rendered by this court in this cause.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

*To the Marshal of the Virginia District, greeting:*

SEAL OF THE COURT. You are hereby commanded to take Neil McCoull, if he be found within your district, and him safely keep, so that you have his body before the judges of the Court of the United States, for the fifth circuit of the Virginia district, at the city of Richmond, on the twenty-second day of November next, to satisfy Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, five thousand five hundred and eighty-eight dollars and forty dollars seventy-four cents, which to them late in our said court were adjudged, as well for their damages which they sustained by occasion of the non-performance of a certain assumption by the said Neil McCoull to the said Albert Seekamp, deceased, in his lifetime made, as for their costs by them about their suit in that behalf expended; also eight hundred and forty-two dollars and twenty-eight dollars and thirty-nine cents which to the said Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administratrix as aforesaid, in the said court were adjudged as well for their damages which they sustained by reason of a writ of error obtained by the said Neil McCoull, as for their costs by them about their defence in the Supreme Court of the United States expended: whereof the said Neil McCoull is convict, as appears to us of record: and have then there this writ. Witness, John Marshall, Esquire, Chief Justice of the United States, at Richmond, this twenty-ninth day of July, 1817, and in the forty-second year of the Independence of the United States of America.

RD. JEFFRIES,
*Clerk.*

(Return.)

Executed upon the body of Neil McCoull, and a bond taken with condition that he should remain within the bounds of the Superior court of Henrico county, with John Lesslie security.

FRAS. V. SUTTON, *D. M. for*
ANDREW MOORE, *M. V. D.*

*Copies.*

Teste. RD. JEFFRIES,
*Clerk.*

To the honorable St. Geo. Tucker, Judge of the Eastern District of Virginia:

Neil McCoull respectfully represents that he sent to your honor a petition stating that your petitioner is in the jail of Henrico—that your honor issued more than a month ago a commission authorizing him to be relieved according to law from a *capias ad satisfaciendum* issued from the Court of the United States for the Eastern District of Virginia—in which a deputy sheriff of the county of Henrico refused, as stated in my last petition dated the 10th inst., to deliver my person on the grounds that I was detained under executions from the State courts—and altho' these executions are for large sums yet the judgments on which they issued were obtained long after the levying of the *ca. sa.* on the judgment obtained in the United States courts—yet he the said petitioner is detained by the deputy sheriff and deprived of the power of being relieved under the order of your honor—hence your petitioner again repeats his application to be relieved from the execution issued against him from the United States court by such process as to your honor may seem right. And your petitioner will as in duty bound forever pray.

NEIL McCOULL.

*14th June*, 1821.

UNITED STATES OF AMERICA,
*Eastern District of Virginia, to wit:*

To Philip Norborne Nicholas, John Ambler, Charles Coupland, Merritt M. Robinson, and Richard Jeffries, gentlemen.

Whereas, application hath heretofore been made to me the undersigned district Judge of the United States for the district aforesaid, on the part and behalf of Neil McCoull, a prisoner said to be confined in the jail of Henrico county, under an execution issued upon a judgment recovered against him in the Circuit Court of the United States for the fifth circuit and Virginia district, at the suit of F. L. E. Amelung, administrator of Albert Seekamp, of Baltimore, in the State of Maryland, deceased, and that the said Neil McCoull is not able to pay the said judgment; and praying the relief intended to be extended to insolvent debtors by the Act of Congress in such cases provided, passed the fifth day of January, in the year one thousand eight hundred; and whereas, it hath been represented to me the said judge by the said Neil McCoull that he still remains within the prison bounds of the said jail of Henrico county, as by his petition hereunto annexed will appear; these are therefore in the name of the United States to authorize you, the said Philip Norborne Nicholas, John Ambler, Charles Coupland, Merritt Moore Robinson, and Richard Jeffries, or any two of you, not being of counsel or attorney for either of the parties, to repair to the said jail of the said county of Henrico, at such convenient time as you shall appoint for the purpose of administering to the said Neil McCoull the oath or affirmation of an insolvent debtor, prescribed by the Act of Congress entitled "An act for the relief of persons

imprisoned for debt," passed the 28th day of May, 1796, and continued in force by the Act of Congress first above-mentioned, in such cases to be taken, if no cause to the contrary be shown by the said F. L. E. Amelung, administrator of the said Albert Seekamp, his agent or attorney; if either of them reside within one hundred miles of the city of Richmond, or within the district aforesaid, having had at least thirty days previous notice to appear there at the time so by you to be appointed, if he or they see fit to show cause why the said oath or affirmation should not be administered to the said Neil McCoull, and thereupon to proceed as by the said Act of Congress is directed and required—you, the said commissioners or such of you as shall act by virtue of this commission, having due regard and respect to the authority and laws of the State of Virginia, in all your proceedings to be had in virtue of this commission; and especially if it shall be found by you that the said Neil McCoull is in custody of the sheriff of the said county of Henrico, under the authority of the said State of Virginia: and you are moreover by these presents required to make a return of your doings to the District Court of the United States for the district aforesaid, which is ordinarily held at Richmond, together with this commission, in order that the same may be kept upon the files and records of the same court; and for so doing this shall be your sufficient warrant.

Given under my hand and seal at Richmond, in the District aforesaid, this 15th day of June, 1821, in the forty-fifth year of the Independence of the United States of America.

[SEAL.] S. G. TUCKER.

UNITED STATES OF AMERICA,

*Eastern District of Virginia, to wit:*

To the Marshal of the Eastern District of Virginia:—

You are hereby required to cite F. L. E. Amelung and Sophia his wife, administrators of Albert Seekamp, of Baltimore, in the State of Maryland, deceased, his agent or attorney, if either of them reside within one hundred miles of the City of Richmond, or within your district, to appear before Philip Norborne Nicholas, John Ambler, Charles Coupland, Merritt Moore Robertson, and Richard Jeffries, gentlemen, or any two of them, at the jail of the county of Henrico, in the Eastern District of Virginia, on the 18th day of July next, if they see fit, to show cause why the oath or affirmation of an insolvent debtor should not be administered to Neil M'Coull, a prisoner confined in the said jail of Henrico county, by virtue of an execution issued at the suit of F. L. E. Amelung, administrator of Albert Seekamp, of Baltimore, in the State of Maryland, deceased, as it is alledged, and for so doing this shall be your sufficient warrant.

Given under my hand and seal at Richmond, in the district aforesaid, this fifteenth day of June, 1821, in the forty-fifth year of the Independence of the United States of America.

[SEAL.] S. G. TUCKER.

Executed on Robert Stanard, attorney, and Archibald R. Taylor, agent.

A. R. THORNTON, *D. M. for*
JOHN PEGRAM, *M. V. D.*

Pursuant to the annexed warrant, we, John Ambler and M. M. Robinson, two of the commissioners named therein, repaired to the jail of the county of Henrico, on the 18th day of July, in the year 1821, the time appointed for the carrying into effect the objects of the said warrant, and did then and there administer to the said Neil McCoull, who was then confined in the said jail by virtue of the execution mentioned in the said warrant, the oath prescribed by the act of Congress for the relief of persons imprisoned for debt. No cause sufficient in our opinion being shown, and no reason appearing to us, due examination and inquiry, why the said oath should not be administered to him, which being so administered, we then and there certified under our hands to the prison keeper, as required by the said act and the said warrant. We further certify, that by the return made by the Marshal, upon the warrant to him directed, and hereto also annexed, due notice of the above-mentioned proceedings appeared to us to have been given.

J. AMBLER,
M. M. ROBINSON.

*A Copy.*

Teste. RD. JEFFRIES,
*Clerk.*

Whereas, Neil McCoull is now confined in the prison rules of the county of Henrico, by virtue of a writ of *capias ad satisfaciendum*, which issued out of the clerk's office of the United States, for the 5th Circuit and Virginia District, at the suit of Frederick A. L. Amelung and Sophia Seekamp, of Baltimore, in the State of Maryland, which writ was executed on him the day of August, 1817, and he, the said Neil McCoull, is desirous of obtaining the benefit of the acts of Congress for the relief of insolvent debtors, and in conformity with the acts of the General Assembly of Virginia, in such case made and provided, makes this deed. Now this Indenture witnesseth, that for and in consideration of the premises, and according to the regulations and provisions provided by law, hath, and by these presents doth give, grant, bargain, sell, alien and enfeoff unto John Pegram, Esq., Marshal of the Eastern District of Virginia, and his successors in office, all the said McCoull's right, title and interest, either in possession or reversion to any lands, tenements, hereditaments or other property, either real, personal or mixed; but more particularly all the lands in the county of Henrico, or such parts thereof as *has* not been sold; that the said McCoull bought of Walter Shelton, as commissioner for selling the estate of W. M. Lewis, all the lands the said McCoull bought of B. Still, of

Mary Goode, of John Woodfin, of Geo. Roper, of Jos. H. Mayo, of John Burton, of the estate of John Banks, Esq., deceased, of the heirs of Major Stephen Southall, of Robert Crouch, of Charles A. Cox, of Jno. Williams, of ——— Clarke, in partnership with James Bream, twenty some odd acres, running from the Westham Turnpike to the river; all the lands it is said the said McCoull purchased from the commissioners appointed to sell the lands called Windsor; all the said McCoull's lots on Pearl Street; all the lands in the county of Goochland, conveyed to said McCoull by James Turner, that are unsold, and by Thomas Miller, Esq., now deceased, as well as of John Taylor, for which last there is no deed of record. All the said McCoull's right to a track of land in Powhatan county, bought of Thomas Wooldridge, but to which he has not received a title; all the said McCoull's right to any lands he holds in right of his wife; all the lands said McCoull purchased of Erasmus Stribling, Geo. F. Strass, and David Doyle, of which last the said McCoull not having access to the books he formerly kept, can give no better description than by referring to the deeds of record, and that the said lands in the county of Augusta, Berkley, Hamshire, perhaps Rockbridge, and suppose, in most of the counties west of the Allegany, together with any lands, goods, or effects the said McCoull may be entitled to out of the State of Virginia, agreeable to an act of the General Assembly of said State, passed at their last session; together with all the debts, dues and demands of his, the said McCoull, all his household furniture, &c., consisting of beds, bedsteads, chairs, bed furniture, tables, plate, books, secretary, bureaux, kitchen furniture, &c. &c.; articles of plantation utensils, such as a one horse waggon, a cart, a carryall, a corn-thrashing machine, some saws, plough gear, and other articles not remembered, some window sashes and frames, some philosophical, astronomical, and chemical apparatus, a mule, a cow and calf, some sheep and hogs. To have and to hold, to the said Marshal and his successors in office the aforesaid lands, tenements, hereditaments and other property and effects, *both* real, personal and mixed, herein conveyed, to be by him or them conveyed, to be by him or them disposed of according to law, it being understood that all the said property has heretofore been conveyed by deeds of record. In testimony whereof, the said Neil McCoull hath hereunto set his hand and seal, this 18th day of July, in the year of our Lord 1821. Interlined with the words "in the county of Goochland," in the second line from the top of second page before signing.

NEIL McCOULL, [SEAL.]
GEO. JAMES, *D. M. for*
JNO. PEGRAM, *M. E. D. V.* [SEAL.]

Witness—
RITCHIE AYRES,
BARTHOLOMEW BANKS,
DANL. C. ELLETT,
TIMOTHY M'CARTHY,
CARLES WILLS.

In Henrico Court, Clerk's Office, July 18, 1821. This indenture was proved by the oaths of Daniel C. Ellett, Timothy M'Carthy, and Charles Wills, three of the witnesses to the same, as to Neil McCoull and Geo. James, *D. M.* for Jno. Pegram, *M. E. D. V.*, and admitted to record.

Teste. J. B. WHITLOCKE, *C. H. C.*

*A Copy.*

Teste. LOFTIN N. ELLETT, *C. H. C.*

This indenture, made this twentieth day of September, in the year of our Lord one thousand eight hundred and twelve, between Walter Shelton, Commissioner, for selling the lands belonging to the estate of Wiltshire M. Lewis, deceased, acting under a decree of Henrico County Court, bearing date the 6th of April, 1812, in the following words, to wit: In Henrico County Court, April 6, 1812, Charles W. Lewis, Francis Lewis, William Lewis, minor, by Francis Lewis, his guardian, Hudson Lewis, William Dupriest, and Jane E., his wife, all of whom but William Dupriest are the children of Francis Lewis, deceased, Walter Shelton, and Nancy, his wife, Marion Price, Richard Carter, and Susan, his wife, John P. Price, and Francis R. Price, all of whom, with the exception of Walter Shelton and Richard Carter, are the children of John Price and Mary Price, plaintiffs, against Gilley M. Lewis, defendant. By consent of the parties, by their counsel, so much of the decree pronounced in this cause the 7th day of March last as directed William Mayo and others to sell the lands in the bill mentioned is set aside; and the court doth adjudge, order, and decree, that Walter Shelton be appointed Commissioner to make sale of the land aforesaid, and report his proceedings to the court in order to a final decree, all of which will more fully appear by reference to the said bill being had, of the one part, and Neil McCoull of the other part, Witnesseth, that the said Walter Shelton, Commissioner as aforesaid, after having given due notice thereof in different newspapers published in the city of Richmond, proceeded to sell to the highest bidder on the 4th day of August last, that tract or parcel of land, in the county of Henrico, on James River, known by the name of Marion's Hill, late the property of the aforesaid Wiltshire M. Lewis, deceased, when, after many bids being made by different persons, the said Neil McCoull became the highest bidder, at the sum of thirteen thousand five hundred and ten dollars, at which sum it was struck down to him. Now this indenture witnesseth, that the said Walter Shelton, Commissioner as aforesaid, for and in consideration of the said sum of thirteen thousand five hundred and ten dollars, secured to be paid to him agreeable to the terms of the said sale, and the further sum of one dollar in hand paid the receipt, of both which sums from the said Neil, he, the said Walter Shelton, doth hereby acknowledge, and thereof doth hereby clearly acquit and discharge him, the said Neil, his heirs, executors, and administrators forever: hath and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Neil McCoull, his heirs

and assigns forever, all the aforementioned tract or parcel of land belonging to the said Wiltshire M. Lewis, deceased, estate called and known by the name of Marion's Hill, containing four hundred and thirteen acres, as per survey made by John Williamson, surveyor of Henrico county, bearing date the 18th July, 1812, and bounded as followeth, to wit: Beginning on Tom Fields' Creek on Ro. Craddock's line, and running with his line south three degrees, east one hundred and ninety one poles to the line of Tree Hill tract, the late residence of Col. Miles Selden, deceased, thence with the line of the said Tree Hill tract due west three hundred and twenty poles to a white oak, thence north four degrees, west seventeen poles and a half to a locust tree, thence due west sixty-eight poles to James River, thence up the meanders of the said river one hundred and twenty-eight poles to the mouth of the said Tom Fields' Creek, thence up the meanders of the said creek to the beginning, to the only proper use and behoof of him, the said Neil McCoull, his heirs and assigns forever, to have and to hold the said tract, piece, or parcel of land and bargained premises, hereby granted with all and every of the appurtenances and advantages thereunto in any manner or way belonging or appertaining free and clear from the title claim; challenge or demand of all and every person or persons whatever. And lastly, the said Walter Shelton, for himself, his heirs, executors and administrators, agreeably to the power in him vested by the said decree, doth covenant, promise, and agree to, and with the said Neil McCoull, his heirs, &c., to warrant and defend the right and title of the said land to the said Neil McCoull, his heirs, &c., against the claim of all and every person or persons whatever. In witness whereof the said Walter Shelton, as Commissioner, hath hereunto set his hand and seal the day and date above written.

The following interlineations were made before signing: the word "eight" in the 23d line of the 2d page, and the words "thence up the meanders of the said creek" on the 24th line of the 2d page.

WALTER SHELTON, [SEAL.]
*Commissioner.*

Signed, sealed, and delivered in the presence of
JOHN HAMILL,
A. BLAIR, JR.,
SAML. PARKHILL.

At a Quarterly Court, held for Henrico county, at the Courthouse, on Monday, the 2d day of August, 1813, this indenture was acknowledged by Walter Shelton, commissioner, a party thereto, and ordered to be recorded.

Truly recorded.

Teste. J. B. WHITLOCKE, *C. H. C.*

Teste. J. B. WHITLOCKE, *C. H. C.*

*A Copy—*

Teste. LOFTIN N. ELLETT, *C. H. C.*

This indenture, made this 20th day of Septemr., in the year of our Lord one thousand eight hundred and twelve, between Neil McCoull and Julia his wife, of the one part, and John Parkhill, trustee, of the other part, Witnesseth, That the said Neil McCoull and Julia, his wife, in order to secure the payment of thirteen thousand five hundred and ten dollars to Walter Shelton, Commissioner, appointed by the County Court of Henrico to make sale of the land belonging to the estate of Wiltshire M. Lewis, deceased, which said sum is to be paid in four equal half yearly payments from the 1st day of January, one thousand eight hundred and thirteen; also, for and in consideration of one dollar, to him, the said Neil McCoull, in hand paid by the said John Parkhill, trustee as aforesaid, the receipt whereof is hereby acknowledged, and thereof doth clearly acquit and discharge him the said John Parkhill, his executors and administrators forever; by these presents have granted, bargained, sold, and confirmed; and by these presents doth grant, bargain, sell, and confirm unto the said John Parkhill, upon trust, one certain tract, piece, or parcel of land called and known by the name of Marion's Hill, and which has been heretofore conveyed to the said Neil McCoull, by the said Walter Shelton, commissioner as aforesaid, by a deed of indenture bearing date the day of September, 1812; the boundaries of the said land is therein described, which will appear by reference to the said deed, being had to the only proper use and behoof of him the said John Parkhill, his executors, administrators, or assigns; to have and to hold the said tract, piece, or parcel of land and bargained premises hereby granted free and clear from the title, claim, challenge, or demand of him, the said Neil McCoull, his heirs, &c. Nevertheless, to permit the said Neil McCoull, his heirs, &c., to remain in quiet and peaceable possession of the said land and bargained premises until default shall be made by the said Neil McCoull, his heirs, &c., in the non-payment of the said sum of thirteen thousand five hundred and ten dollars, or so much thereof as shall at any time or times appear to be due and unpaid. And the said John Parkhill, trustee as aforesaid, his executors or administrators, shall, when thereto required by the said Walter Shelton, commissioner as aforesaid, his executors or administrators, default being first made by the said Neil McCoull, his heirs, executors, or administrators, in the non-payment of the said sum of thirteen thousand five hundred and ten dollars, or any part thereof, sell to the highest bidder, for ready money, the said tract of land heretofore described, or so much thereof as will be sufficient to satisfy and pay the said Walter Shelton, commissioner as aforesaid, his executors or administrators, whatever sum or sums of money which may be due, first advertising the time and place of sale in some one of the *the* newspapers published in the city of Richmond, giving thirty days previous notice; and out of the proceeds thereof first satisfying and paying the necessary charges attending the execution of this trust, and then pay to the said Walter Shelton, commissioner aforesaid, his executors or admin-

istrators, the sum or sums which may be due, on the whole or any of the instalments; and the residue, if any, pay to the said Neil McCoull, his legal attorney, his heirs, executors, or administrators. And the said Neil McCoull, for himself, his heirs, &c., doth covenant, promise, and agree to and with the said John Parkhill, his heirs, &c., to warrant and defend the right and title of the said land against the claim, title, challenge, or demand of all and every person or persons whatsoever, to him, the said , his executors, administrators, or assigns. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and date above written.

NEIL McCOULL, [SEAL.]
JULIA McCOULL, [SEAL.]
JOHN PARKHILL. [SEAL.]

Signed, sealed and delivered in presence of
JOHN HAMILL,
A. BLAIR, JR.,
SAMUEL PARKHILL.

The Commonwealth of Virginia—To Archibald Perkins, John Underwood and James Carter, gentlemen, justices of the county of Goochland, greeting:—Whereas, Neil McCoull and Julia his wife, *has* by a deed hereto annexed, bearing date the 20th September, 1812, conveyed to John Parkhill a certain tract of land called Marion's Hill, containing four hundred and thirteen acres, for the purpose of securing the payment of money therein mentioned to be due to Walter Shelton, a commissioner appointed to sell the lands belonging to Wiltshire M. Lewis, deceased; and whereas, the said Julia cannot conveniently travel to our county court of Henrico, to make acknowledgment of the said conveyance, do give unto you, or any two or more of you, power to examine her privately, and take her acknowledgment concerning the conveyance aforesaid, contained in the said deed which is hereto annexed; and we command you, that you personally go to the said Julia McCoull, and examine her privately, and apart from the said Neil McCoull her husband, concerning her executing the said deed, and take her acknowledgment thereupon. When you have examined her as aforesaid, and received her acknowledgment, that you distinctly and plainly certify to us thereof in our said court annexed to this writ.

Witness, Izard B. Whitlocke, clerk of our said court, this 21st day of September, 1812, in the 37th year of the Commonwealth.

I. B. WHITLOCKE.

*Goochland County, to wit:*

We do hereby certify that pursuant to the above commission to us directed, we did this day go to Mrs. Julia McCoull, wife of the above-named Neil McCoull, and examined her privately and apart from her

said husband, and she declared that she willingly signed and sealed the deed in the said commission mentioned, which was shown and explained to her by us, and consented that the same may be recorded.

Given under our hands and seals this 29th day of September, 1812.

ARCHIBALD PERKINS, [SEAL.]
JOHN UNDERWOOD. [SEAL.]

At a monthly court for Henrico County, at the court-house, on Monday the 4th of January, 1813, this indenture was proved by the oaths of John Hamill, A. Blair, Jr., and Samuel Parkhill, witnesses thereto, as to Neil McCoull and John Parkhill, parties thereto, and with the commission annexed and certificate of the execution thereto, ordered to be recorded.

Truly recorded.

Teste, I. B. WHITLOCKE, *C. H. C.*

Teste. I. B. WHITLOCKE, *C. H. C.*

*A copy.*

Teste. LOFTIN N. ELLETT, *C. H. C.*

This deed, made this 14th day of September, 1829, between John Parkhill, of Florida, acting as trustee under a deed of trust executed to him on the 20th September, 1812, by Neil McCoull and Julia his wife, of the city of Richmond, State of Virginia, of the first part; William Selden of the said city of Richmond, of the second part; and Walter Shelton of the State of Virginia, the commissioner appointed by the county court of Henrico on the 6th day of April, 1812, for selling the lands belonging to the estate of Wiltshire M. Lewis, deceased, and Julia McCoull, widow of Neil McCoull, deceased, and C. L. McCoull and Anne McCoull, heirs of Neil McCoull, deceased, also of the State of Virginia, of the third part.

Whereas, the said Neil McCoull and Julia his wife, in order to secure the payment of thirteen thousand five hundred and ten dollars, to the said Walter Shelton, as commissioner aforesaid, in four equal half yearly payments from the 1st day of January, 1813, did by deed of trust dated the 20th day of Sept., 1812, convey to the said Parkhill, trustee as aforesaid, the following property, to wit:—The tract or parcel of land which belonged to the said Wiltshire M. Lewis, called and known by the name of Marion's Hill, containing four hundred and thirteen acres, and bounded as follows, to wit:—Beginning on Tom Field's Creek, on Ro. Craddock's line, and running with his line south 3°, east 191 poles, to the line of Tree Hill tract, the late residence of Col. Miles Selden, deceased, thence with the line of the said Tree Hill tract, due west 320 poles to a white oak, thence north 4°, west 17½ poles to a locust tree, thence due west 68 poles to James River, thence up the meanders of the said

river 128 poles to the mouth of the said Tom Field's Creek, thence up the meanders of the said creek to the beginning.

Upon trust for the uses and purposes in the said deed of trust mentioned; and whereas since the executing and delivering the said deed of trust the said Neil McCoull hath fully satisfied and paid to the said Walter Shelton, the commissioner, the said several sums of money thereby secured, which the said commissioner doth hereby acknowledge. And whereas, since the death of the said Neil McCoull, the said Wm. Selden hath by paying a valuable consideration in money to the widow and heirs of Neil McCoull, deceased, and which they acknowledge, purchased of them the said widow and heirs that part of the said Marion Hill (usually called Marion Hill), situated and lying in Henrico county, between Powhatan and Tree Hill estates, and bounded by James River on the south, by the Richmond and Osborne turnpike on the north, by Almons (sometimes called Gilley's or Mayo's) creek on the west, and by Tree Hill and Ro. R. Glenn's on the east, and which part of the said Marion Hill tract is supposed to contain one hundred acres more or less: and whereas, in consideration of the premises the said widow and heirs of Neil McCoull are desirous as they hereby declare, that the said Parkhill should execute to the said William Selden a deed of release for that part of the Marion's Hill tract as above described, and do hereby empower and request the said Parkhill to execute the same. Now this deed witnesseth that for the considerations aforesaid, as well as for the further consideration of one dollar in hand paid by the said Selden to the said Parkhill before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Parkhill acting as trustee aforesaid, by the assent and direction of the said commissioner signified by his being a party to these presents, and the said commissioner have granted, bargained and sold, remised, released and confirmed, and by these presents do grant, bargain and sell, remise, release and confirm unto the said William Selden, all the estate, right, title, interest, claim and demand, both at law and in equity which the said Parkhill and the commissioner have or hold in the tract of land above described. To have and to hold the said tract or parcel of land to the said William Selden, his heirs and assigns forever, to the only proper use of the said William Selden, his heirs and assigns forever. In witness whereof, the parties to these presents have hereunto set their hands and affixed their seals the day and year above written.

JOHN PARKHILL, [SEAL.]
[SEAL.]
[SEAL.]

JULIA McCOULL, [SEAL.]
ANN McCOULL, [SEAL.]
CHARLES L. McCOULL, [SEAL.]
WALTER SHELTON, [SEAL.]
*Commissioner as aforesaid.*

*Corporation of Tallahassee, Leon County, Territory of Florida, ss.*

We, John Y. Garey, Intendant of the city of Tallahassee, and Turbutt R. Betton, Justices of the Peace in the corporation and county aforesaid, in the Territory of Florida, do hereby certify that John Parkhill, as party to a certain deed bearing date on the 14th day of September, one thousand eight hundred and twenty-nine, and hereto annexed, personally appeared before us in our corporation and county aforesaid, and acknowledged the same to be his act and deed, and desired us to certify the said acknowledgment to the clerk of the court of Henrico, in order that the said deed may be recorded.

Given under our hands and seals this 5th day of December, A. D. 1829.

JOHN Y. GAREY, [SEAL.]
*Intendant of the city of Tallahassee.*

TURBUTT R. BETTON, [SEAL.]
*Jus. Peace.*

In Henrico County Court, Clerk's Office, Jan'y 23d, 1830.

This deed was produced and with the certificate of the acknowledgment thereof by John Parkhill, a party to the same before two Justices of the Peace, admitted to record.

And on the 2d day of February following, the said indenture was acknowledged in the office aforesaid by Walter Shelton, another party to the same.

Teste. LOFTIN N. ELLETT, *C. H. C.*

*A copy.*

Teste. LOFTIN N. ELLETT, *C. H. C.*

This indenture, made and entered into this 18th July, 1812, between Bartlett Still, of the one part, and Neil McCoull, both of the city of Richmond, of the other part, Witnesseth, that the said Bartlett, for and in consideration of the sum of one dollar to him in hand paid by the said Neil, the receipt whereof he doth hereby acknowledge and forever hereby acquit the said McCoull, hath and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm to the said McCoull, his heirs and assigns forever, all those three lots or parcels of land, that he the said Bartlett bought at a sale made by Walter Shelton, who was appointed by the honorable court of Henrico, to sell the landed property of the estate of Wiltshire M. Lewis, deceased, which three lots contain twenty-three acres, as will more fully appear by reference to the survey made by John Williamson, which will be of record—the said three lots being designated in the said survey by the numbers fifty-seven, fifty-eight, and fifty-nine. To have and to hold the said lots, with all and every advantage to them in any manner or way appertaining to him the said Neil, his heirs and assigns forever, he the said Bartlett Still doth hereby for himself, his heirs, executors and administrators, war-

rant and forever defend by these presents to him the said Neil, his heirs and assigns forever.

In testimony whereof he the said Bartlett hath hereunto set his hand and seal the day and year before herein written.

BARTLETT STILL. [L. S.]

Signed, sealed and delivered in the presence of
RO. M. PULLIAM,
SAMUEL C. FAULKNER,
S. McGRUDER.

At a quarterly court continued and held for Henrico, at the courthouse the 8th day of August, 1812, this indenture was acknowledged by Bartlett Still, a party thereto, and ordered to be recorded.

Truly recorded—

Teste. I. B. WHITLOCKE, *C. H. C.*

*A copy.*

Teste. LOFTIN N. ELLETT, *C. H. C.*

This indenture, made this 21st day of July, in the year of our Lord one thousand eight hundred and thirteen, between Bartlett Still of the one part, and Neil McCoull of the other part, witnesseth that the said Bartlett Still, for and in consideration of the sum of five hundred dollars to him by the said Neil McCoull in hand paid, the receipt whereof the said Bartlett Still doth hereby acknowledge, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain and sell unto the said Neil McCoull, his heirs and assigns, one certain lot, number twenty-six, in a survey of lots belonging to the estate of ——— Lewis, deceased, which survey was filed for record by Walter Shelton, a commissioner appointed by the court of Henrico for selling said estate, in the clerk's office of the said court, and bounded as follows, to wit: beginning at Rockett's Mill, below the mill on the extension of Poplar street, and running on the west side of the said mill race S. 32, W. 276 feet to Gillies' Creek, thence down the said creek to the lot No. 25, thence with the dividing line of lot No. 25 and No. 26 to the said street, thence with the said Poplar street S. 62, E. 102 feet to the beginning—being the lot which the said Bartlett Still purchased from Wm. Marisett—to have and to hold the said lot, with the appurtenances thereunto belonging, to him the said Neil McCoull, his heirs and assigns, to the only proper use and behoof of the said Neil McCoull, his heirs and assigns forever. And the said Bartlett Still, for himself, his heirs, executors and administrators, doth hereby covenant and agree to and with the said Neil McCoull, his heirs and assigns, that he the said Bartlett Still and his heirs, the said lot with its appurtenances unto him the said Neil McCoull, his heirs and assigns, against him *against him* the said Bartlett Still and his heirs, and against all persons whomsoever—shall and will by these presents forever warrant

and defend. In witness whereof the said Bartlett Still hath hereunto set his hand and affixed his seal this the day and year first herein written.

BARTLETT STILL. [SEAL.]

Signed, sealed and delivered in the presence of
JOSH. JACKSON, JR.,
JNO. G. SMITH,
WM. COWAN.

At a quarterly court held for Henrico County at the court-house, on Monday the second day of August, 1813—

This indenture was proved by the oath of Joseph Jackson, a witness thereto; and at a monthly court held for the said county at the court-house aforesaid, on Monday the 6th day of September, 1813, the said indenture was acknowledged by Bartlett Still, a party thereto, and ordered to be recorded.

Teste. I. B. WHITLOCKE, *C. H. C.*
Truly recorded. Teste. I. B. WHITLOCKE, *C. H. C.*
A copy. Teste. LOFTIN N. ELLETT, *C. H. C.*

Whereupon the following subpœna was issued returnable to August rules.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

*To the Marshal of the Virginia District, greeting:*

You are hereby commanded to summon Julia McCoull, widow of Neil McCoull, Ann, Charles L., Mary P., Julia L., and John James McCoull, heirs of the said Neil McCoull, Benjamin Sheppard, adm'r of said McCoull, William Selden and Edmund Christian, marshal of the United States for the Eastern District of Virginia, successor of John Pegram, all of whom are inhabitants of the Eastern District of Virginia, to appear before the judges of the Court of the United States for the Fifth Circuit, in the Virginia District, at the city of Richmond, on the first Monday in August next, to answer a bill in chancery exhibited against them by Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, citizens and inhabitants of the State of Maryland; and this they shall in nowise omit: and have then there this writ.

Witness, John Marshall, Esq., Chief Justice of the United States, at Richmond, this twenty-ninth day of May, one thousand eight hundred and thirty-five, and in the fifty-ninth year of the Independence of the United States of America.

HENRY GIBSON,
*Clerk.*

Executed on Ann McCoull, Julia McCoull, Charles L. McCoull,

Mary P. McCoull, Julia L. McCoull, John James McCoull, Benjamin Sheppard administrator of Neil McCoull, William Selden, and Edmund Christian, marshal.

WM. CARTER, *D. M. for*
EDMUND CHRISTIAN, *M. E. V. D.*

I acknowledge service of the within subpœna.

EDMUND CHRISTIAN,
*Marshal.*

*June* 1st, 1835.

I acknowledge legal service of the within spa.

JULIA McCOULL.

And all rules held in the clerk's office of the said court for the month of November, 1835.

The subpœna awarded to answer the bill filed in this cause having been executed upon all the defendants, and three months having elapsed since the filing of the said bill and the return of the said subpœna, and the said defendants still failing to appear and file their answers—

On the motion of the plaintiffs by their counsel the said bill is taken for confessed; and the court will at a future day proceed to decree the matter thereof, unless the said defendants do on or before the first day of the term next after they shall have been served with a copy of this rule, show cause to the contrary.

Endorsed on an attested copy of foregoing order are the following affidavits and acknowledgments of service.

I acknowledge service of the within copy rule Nov. 11th, 1835.

JULIA McCOULL.

Service acknowledged by me,

EDMUND CHRISTIAN,
*Marshal.*

*City of Richmond, to wit:*

This day Wm. Carter personally appeared before me, an alderman of said city, and made oath that he delivered a copy of the within copy rule to Charles L. McCoull, Mary P. McCoull, Julia L. McCoull, John James McCoull, and William Selden.

Given under my hand this 20th day November, 1835.

JAMES RAWLINGS SEN.,
*Alderman.*

Executed on Charles L. McCoull, Mary P. McCoull, Julia L. McCoull, John James McCoull and William Selden. Executed by

service being acknowledged by Julia McCoull and Edmund Christian, marshal.

WM. CARTER, *D. M. for*
EDM. CHRISTIAN, *M. E. V. D.*

| | |
|---|---|
| Service on 7 defts. . . . . | $14 00 |
| 10 miles . . . . . | 50 |
| | $14 50 |

And at a court of the United States for the fifth circuit and District of Virginia held at the United States court-room in the city of Richmond, on the 28th day of November, 1885—

This cause came on this day to be heard upon the papers in the cause, and was argued by counsel; on consideration whereof and for reasons appearing to the court, the decree nisi awarded against William Selden, one of the defendants, is set aside, and permission is granted him to file his answer.

Whereupon the said William Selden filed the following answer:

The answer of William Selden, to the bill of complaint exhibited against him and others, in the Circuit Court of the United States for the fifth circuit, Eastern District of Virginia, by Frederick E. Amelung and Sophia his wife, administratrix of Albert Seekamp, deceased.

This respondent, saving to himself all proper exceptions to the plaintiff's bill for answer thereto, saith—

That on the 28th of February, 1829, he contracted with Julia McCoull, Ann McCoull and Charles L. McCoull, widow and children of Neil McCoull, deceased, for the purchase of a part of the Marion Hill estate, about 100 acres, upon terms which appear, by the written contract herewith exhibited, as part of this bill, marked No. 1.

When this contract was made, a certain William Depriest was in possession of the land as tenant under a lease from Neil McCoull, but he agreed to surrender the possession to this respondent as soon as the crop of that year should be gathered, which he accordingly did; and this respondent has held possession ever since.

This respondent paid to the agent of Mrs. McCoull and her children the sum of a thousand dollars, stipulated to be paid by the contract aforesaid, and being willing to pay the additional price of $20 per acre, if the title could be perfected within the time limited by the contract, he deemed it his duty to take such measures within his power as were proper to perfect his title; with this view, he obtained from John Parkhill, the trustee, and from Mrs. McCoull and her children, the deed bearing date the 14th September, 1829, in which Shelton the commissioner joined, a copy whereof is exhibited with the plaintiff's bill.

And your respondent is advised, that by this deed the legal title was vested in him.

Aware, however, that there were many [illegible] incumbrances upon the equitable right—and desirous still further to fortify his legal title, and protect his possession and enjoyment of the land, this respondent has taken the best legal advice he could obtain, upon the comparative merits of the various claims, and has endeavored to take in these incumbrances which gave preferable liens.

Neil McCoull, after the date of his deed to Parkhill in the bill mentioned, made numerous conveyances of his interest in the Marion Hill estate to various trustees for different uses, and conveyed various parcels of that estate by absolute deeds.

A list of these conveyances endorsed "Statement A. and B. showing what deeds were made by Neil McCoull for land at Marion Hill," is herewith exhibited as part of this answer, marked No. 2; A. is a list of the absolute conveyances, and B. of the deeds of trust; all prior in date to the conveyances under which the plaintiffs claim, and showing as this respondent is advised, that on the 18th of July, 1821, the date of the deed to the Marshal, the said Neil McCoull had no sort of interest, legal or equitable, in the Marion Hill estate, on which that deed would operate.

Besides the incumbrances on this last mentioned, there is another which, as this respondent is advised, has preference over the plaintiff's claim; that is an incumbrance in favor of Thomas Taylor and William Hay, Jr., arising from a judgment in their favor against the said Neil McCoull, and an execution against his body issued thereupon.

At the April term of the Superior Court for the county of Henrico, in the year 1821, the said Taylor and Hay recovered a judgment against said Neil McCoull for the sum of $71,021 40 and costs, which after the correction of clerical error therein, was to be discharged by the payment of twenty-three thousand six hundred and seventy-three dollars eighty cents ($23,673 80), with interest after the rate of 6 per centum per annum, from the 1st day of September, 1815, till paid; and by the further payment of interest after the rate of 6 per centum per annum, on eleven thousand eight hundred and thirty-six dollars ninety cents, from the first of April, 1815, to the first of September, 1820, amounting to three thousand five hundred and fifty-one dollars seven cents, (3,551 07), and such other sum as might afterwards be assessed on a *scire facias*.

On this judgment, an execution against the body of Neil McCoull was issued on the 28th April, 1821, with sundry credits endorsed, amounting in the whole to $7,388 21, which execution was levied on the said McCoull, in the same 28th April, 1821, and he committed to the jail of Henrico County, where he remained in close confinement until the 21st July, 1821, when he discharged himself by taking the oath of an insolvent debtor; all which will more fully appear by a copy of the judgment, execution and proceedings thereupon, herewith exhibited as part of this answer marked No. 3.

This respondent was advised that the execution levied upon the

body of Neil McCoull in this case, gave a lien upon his estate, real and personal, from the date of the levy, and he hath therefore taken an assignment of it from the representatives of the late William Dandridge, for whose benefit the judgment was obtained, as will appear by the exhibit herewith filed, marked No. 4.

Among the conveyances noted in statement B. in the exhibit No. 2, above referred to, is a deed bearing date the 4th day of September, 1816, from Neil McCoull, to Alexander Fulton, Andrew Stevenson and John Adams, conveying the interest of Neil McCoull, in the Marion Hill estate and other property to the said Fulton, Stevenson and Adams, in trust for the benefit of a company thereby established, called Marion Hill Company, No. 3. The scheme of the company was in substance this—

The whole property was to be divided into one hundred shares, and each share to be valued at $1000. Each subscriber was to execute his negotiable notes to Neil McCoull, for the value of his shares as follows:—For each share eight notes for the sum of $125 each, was to be given payable successively on the 4th of October, 1816; the 4th January, 4th July and 4th of October, 1817; the 4th of January, 4th July and 4th October, 1818, and the 4th of January, 1819. The trustees were charged with the duty of selling so much of the trust property as would raise the means of taking up the notes of the subscribers as they fall due, so as to protect them from the payment of any money. They were also charged with the duty of selling the residue of the property at some future time, when the stockholders should think it expedient, and of applying the money as follows:—

That is to say, after having indemnified the shareholders for their original subscriptions, or reimbursed what they had paid of these subscriptions by the application of $100,000, the first proceeds of the sales; they were to apply the next $100,000 to the use of Neil McCoull, and all the nett proceeds of sales over and above $200,000 were to be divided among the stockholders, and would constitute these profits upon the adventure; and the minimum of these profits was estimated at 25 per cent. The practical operation of this scheme was this:—The subscribers advanced to McCoull their negotiable notes to the amount of $1000 upon each share. McCoull got the benefit of these notes, and the subscribers trusted to the sales of the property to indemnify them against the payment—and their compensation for this risk was the chance of dividing with McCoull the surplus of the nett proceeds of the sales over and above $200,000. The trust deed was truly recorded, and a copy thereof is herewith exhibited as part of this answer, marked No. 5.

There were subscribers to this company, but how many this respondent is not informed. Among them were John King, who subscribed for six shares, and Richard Lorton, a subscriber for one share. They advanced their negotiable notes to the said Neil McCoull, or paid the money in lieu of them, as this respondent is informed, and

received their certificates of stock according to the terms of the deed aforesaid.

This respondent is informed, and believes that they paid their notes, and has never received any remuneration therefor; and he is advised that they had a lien on the property, conveyed by the deed aforesaid, for the amount of their payment with interest from the time of payment.

This lien the said King and Lorton have transferred to this respondent for valuable consideration, by the assignment of their certificates of stock, as will be seen by the exhibits herewith filed, and marked No. 6, No. 7, No. 8, No. 9, No. 10.

This respondent is advised that the lien of the plaintiff's judgment was extinguished by the levy of the execution on the body of McCoull, and that the plaintiffs can have no other lien on the property of McCoull, except that which may be created by the deed to Pegram, and that every other conveyance enumerated in the statement B. in exhibit No. 2, has preference to Pegram's deed. Among these are two conveyances in trust for the wife of said McCoull, numbered 8 and 9, in the said statement, and recorded on the 11th June, 1812. As this respondent claims under Mrs. McCoull and her children, he is advised that these deeds will enure to his benefit, and afford him additional protection against the plaintiffs' claim.

Having answered so much of the bill as he is advised it is material for him to answer, he prays to be hence dismissed with his costs.

WILL. SELDEN.

Will. Selden, whose name is signed to the preceding answer, this day came before me, and being first duly sworn, made oath that the facts and statements contained in the said answer are, as far as they depend on his own knowledge, true; and that as far as they depend on the knowledge of others, he believes them to be true.

Given under my hand this 26th November, 1835.

THOS. B. BIGGER, *J. P.*

*City of Richmond.*

Memorandum of an agreement made and entered to this 19th day of February, 1829, between Julia McCoull, widow, and Ann McCoull and Charles L. McCoull, two of the children and heirs of Neil McCoull, deceased, of the one part, and William Selden, of Tree Hill, Henrico county, of the other part: witnesseth, that for and in consideration of the sum of one thousand dollars to them in hand paid, the receipt whereof they do hereby acknowledge, have, and by these presents do transfer, assign and surrender, to the said William Selden, his heirs, and the actual and complete right and title to the possession of that part of the Marion Hill tract of land, which lies between the Richmond and Osborne turnpike and James River; that is to say, so much of the said tract of land as is not owned by Mr. Glenn (who lives where Dr. Abrams did), and by Benjamin

Skelson (who owns the enclosed lot), and by Thomas Atkison (who owns that part of the meadow cultivated by Mrs. Fulton), and by the gardener who resides where the 2d low grounds begin. The residue of the said land lying between the said turnpike and the river, the said Julia Ann and Charles L. do hereby surrender to the said William Selden and his heirs, &c., free from any claim which they now have or may ever have to the possession thereof or to any part or parcel thereof. But it is expressly covenanted and agreed by and between the parties to this instrument, that if the said Julia McCoull, Ann McCoull and Charles L. McCoull, shall within the term of six years from the date hereof, make to the said William Selden, his heirs, &c., a good and legal title to the said land, the possession of which is hereby transferred, that and in such case, over and above the sum herein mentioned, he shall pay or cause to be paid unto the said Julia McCoull, and Ann McCoull, and Charles L. McCoull, or to such person as they may lawfully authorize, the sum of twenty dollars for each and every acre of said land, to which such good and legal title shall be made—and if within the said period of six years, the said Julia McCoull, Ann McCoull, and Charles L. McCoull, shall not make and execute to the said William Selden, his heirs, &c., a good and legal title to the said land, or any part thereof—then and in the event of such failure the said Julia McCoull, Ann McCoull, and Charles L. McCoull, do hereby promise and agree to surrender and forever quit claim to all right of property as well as possession of the said land, and every part and parcel thereof.

Witness our hands and seals this 19th day of February, 1829.

JULIA McCOULL. [SEAL.]
ANN McCOULL. [SEAL.]
CHARLES L. McCOULL. [SEAL.]
WM. SELDEN. [SEAL.]

Signed, sealed and delivered in presence of
D. BRIGGS.

## A.

The following is a list of all the deeds of bargain and sale which appear of record in the office of Henrico County Court, from Neil McCoull and Julia his wife, or from Neil McCoull alone, for parcels of the Marion Hill Tract.

No. 11, page 22.—To George Roper, for lot containing 4 acres, distinguished by the Nos. 50 and 51. Dated 30th of March, 1814, and recorded July 16th, 1814.

No. 11, page 408.—To Harry Tompkins and Henry Tompkins, for No. 25, containing ten acres. Dated 4th of February, 1815, and recorded June 23d, 1815.

No. 11, page 452.—To James Fisher and James Scott, Jr., containing lots Nos. 20 and 21, containing two acres each. Dated January 10th, 1815, recorded July 8th, 1825.

No. 11, page 601.—To James Fisher, for lot No. 55, containing upwards of two acres. Dated August 5th, 1815, recorded August 16th, 1815.

No. 12, page 342.—To William Long, for lots Nos. 8 and 9, and all the land enclosed and joining No. 9, down to the old county road, it being understood that there is always to be left open on the creek a public road, whenever the owners of either of the lots on said hill shall in writing require it. Dated the 4th of February, 1815, and recorded February 29th, 1816.

No. 13, page 79.—To John T. Taylor and Thomas Guy, conveying lot No. 69, containing two acres. Dated August 5th, 1815, recorded July 2d, 1816.

No. 13, page 96.—To Frederick Harris, for lot No. 11, containing 8 acres. Dated 9th of August, 1815, recorded July 4th, 1816.

No. 13, page 256.—To Harry Tompkins and Henry Tompkins, for No. 25, containing 10 acres. Dated 1st of July, 1816, recorded 7th of August, 1816.

No. 16, page 51.—To William Depriest, conveying part of lot No. 8, containing exactly two acres, with the privilege of using an alley 16 feet wide. Dated 13th of November, 1817, recorded 15th of November, 1817.

No. 16, page 61.—To Christopher Tompkins, for lot No. 12, containing 6 acres, 2 roods and 7 poles. Dated 13th of November, 1817, recorded 19th of November, 1817.

From this statement it appears that McCoull bargained, sold and conveyed to individuals, lots No. 8 and 9, with some land adjoining No. 9; and also Nos. 11, 12, 20, 21, 25, 50, 51, 55 and 69. I have made no examination to ascertain what conveyances were made by these individuals, or any of them subsequent to the execution of McCoull's deeds to them. For the present purpose, it was sufficient to know that McCoull had by deeds conveyed away his title to the lots here designated.

B.

A list of all deeds of record in the office of Henrico County Court, whereby Neil McCoull and Julia his wife, or Neil McCoull alone, have conveyed in trust any part of the Marion Hill Tract.

1st. Neil McCoull and Julia his wife, to John Parkhill in trust, for the benefit of Walter Shelton, commissioner, for selling the lands belonging to the estate of Wiltshire M. Lewis, deceased, conveying the tract or parcel of land in the county of Henrico, on James River, known by the name of Marion's Hill, for the purpose of securing the payment of $13,510. Dated 20th of September, 1812, recorded January 4th, 1813.

This is the same deed of trust which I have heretofore mentioned to Mr. Selden.

2d. No. 11, page 204.—Neil McCoull of the first part, William

Marshall, William Long, Anderson Barret, Christopher Tompkins, Frederick Harris and Harry Tompkins & Co., of the second part, William Wardlow, David Bullock, William McKim, Walter Shelton, William Mayo and Alexander Fulton, of the third part. This deed witnesseth, that each of the second party hath heretofore contracted with Neil McCoull for a lot on Marion Hill; that is to say, the said William Marshall for lot No. 4, said Wm. Long for lots No. 8 and 9, the said Anderson Barret for lot No. 6, the said Christopher Tompkins for lot No. 12, the said Frederick Harris for lot No. 11, the said Harry Tompkins & Co. for lot No. 15, as per agreement in writing; in pursuance of which McCoull and wife convey to Wardlow, Bullock, McKim, Shelton, Mayo and Fulton, or the survivors, or survivor of them, the said seven lots. Upon trust, that if the second party shall, on or before the 1st of July, 1815, have fully complied with the aforesaid agreement on their part, in the opinion of two or more of the trustees; then the trustees, or any two or *McCoull* shall make to him, or them, a deed or deeds, in fee simple for his or their lots. And it is further agreed, that the trustees, or either of them, may sell at auction the lots or lot of either of said second party who may fail to comply with said agreement, and shall dispose of the proceeds in the manner therein specified. Deed dated 6th of August, 1814, recorded January 3d, 1815.

Note.—By the statement A. it appears that after the execution of this deed, McCoull did make deeds to Long for Nos. 8 and 9, to Chr. Tompkins for No. 12, to Frederick Harris for No. 11, and to Harry Tompkins & Co. for No. 25, instead of No. 15.

No. 12, page 77, Neil McCoull to James Bridges and William Barret, in trust, to secure the payment to William Long of four notes negotiable at the Bank of Virginia, one at 60 days for $1,700, one at 90 days for $2,344 66 cents, one at 120 days for $2,344 66, and one at 6 months for $2,344 66, total amount $8,734. This deed conveys to the trustees and the survivors all McCoull's right and interest in and to the Marion Hill Tract, containing 413 acres, deducting therefrom the land laid off by John Williamson, by a survey to which William Long is a party; dated the first of May, 1815; recorded 24th of October, 1815.

4th. No. 18, page 17.—To William Marshall, conveying 162 acres of land on Marion Hill, in trust for the purposes contained in an agreement between McCoull of the one part, and Frederick Harris of the other part, which agreement is set forth on the deed particularly. The following appears to be the property conveyed by this deed:—

| | | |
|---|---|---|
| Lots No. 13 and 23, between Major Tompkins and H. Tompkins & Co. | . . . | 9½ acres. |
| " " 30 adjoining H. Tompkins & Co. | . . . | 10 " |
| " " 35 adjoining No. 30, on this part building a large house, | . . . | 14¾ " |
| " " 40, 41 and 42, | . . . | 8½ " |
| " " 52 about | . . . | 2 " |
| " " 57 to 62 inclusive, 6 lots, | . . . | 12 " |
| " " 63 to 69, 7 lots, | . . . | 14 " |
| " " 71 to 75, including buildings, 5 lots, | . . | 10 " |
| " " 77 to 82, 6 " | . . | 12 " |
| " " 85 to 90, 6 " | . . | 12 " |
| " " 91 to 96, 6 " | . . | 12 " |
| " " 99 to 104, 6 " | . . | 12 " |
| " " 1, 2 and 3, about | . . . | 22 " |
| The house and lot, | . . . | 11¼ " |
| | | 162¼ |

This deed dates the day of June, 1815, recorded June 22d, 1816.

5th. No. 13, page 506.—McCoull and wife, of the first part, Alexander Fulton, Andrew Stevenson and John Adams, of the second part, and such stockholders as shall, or have signed the agreement therein recited of the third part. It conveys to Fulton, Stevenson and Adams, and the survivor or survivors among other property, one hundred acres of land, being a part of the Marion Hill Tract, and bounded as follows: beginning on the bank of the river near the mouth of Almond's Creek, running thence down the river bank to where Harris street being continued would strike the river bank, thence due east up the south side of said street to the northwest corner of lot No. 46, thence due north to James A. Grant's line, thence due west 8 poles and one-fifth of a pole, thence due north 34 and ⅘th poles to Frederick Harris's line, thence due west with his line to his south-western corner, thence due north to Almond's Creek, thence down to the creek to the beginning; and the deed also conveys fifty acres more of the said Marion Hill Tract, and designated in the plan of the said tract by Nos. 54, 63, 64, 65, 66, 67, 68, 72, 74, 75, 76, 77, 80, 83, 84, 85, the north part of 5, 23, 24, 31, 38, 39.

In trust that Fulton, Stevenson and Adams, and either or the survivor of them, should execute all things in the said agreement, as the agents of the aforesaid associated stockholders, according to the intent of said agreement.

This deed dated the 4th day of September, 1816, recorded September 17th, 1816.

6th. No. 15, page 56.—To James Bridges and William Barrett, conveying a lot on Marion Hill, containing about 16 acres, except-

ing two acres around the house, and including about 12 acres besides, so as to be bounded as follows, beginning at the division corner between the lots Nos. 8 and 9, on McCoull street, running thence due north 24 poles, thence due east 14 poles, thence due north to Almond's Creek, thence down the creek to where a continuation of the north side of McCoull street would strike the creek, thence due east to the beginning about 24 acres. In trust to secure to William Long the sums of $2,250, on the 4th of April, the 19th of February following, the 4th of January after that, and on the 19th of November, 1820, making $9,000.

This deed dated the day of May, 1817, recorded 20th of May, 1817.

7th. No. 23, page 166.—To William T. Carter, David Briggs, Charles Logan, John McCoull and John G. Williams, conveying certain lots particularly specified, together with other lands and lots in the county of Henrico, and city of Richmond, to which the said McCoull has title, together with all his, the said McCoull's claims on the Marion Hill Company, known by the names of Marion Hill Company, No. 2, and Marion Hill Company, No. 3, for the sole and entire use of such persons as have or may become members of the Richmond South End Building Company.

Dated the 8th of January, 1821, admitted to record June 11th, 1821.

8th. No. 23, page 168.—Deed dated the 26th of May, 1814, between Neil McCoull of the one part, and John McCoull and Charles F. Logan of the other part. It recites that Julia McCoull, wife of Neil McCoull, hath agreed for and in consideration of the settlement and conveyance of the lands, slaves and effects, after described to convey her right, being one-sixth part in a tract of land on James River, in Powhatan, called Bellmead, containing about 1170 acres, and that the land had been sold and proceeds paid to Neil McCoull. The deed then, for this consideration, conveys to Jno. McCoull and Logan, among other property, one hundred acres of the Marion Hill Tract, which may be taken in such different parts of the said tract as she, the said Julia, or the said John, or Charles, at her request may at any time select; but so as not to interfere with any sales of said land that said McCoull may make previous to said *situation*, which *situation* shall be in writing, and recorded as soon as possible thereafter, and provides if any part of said land should be so selected from any parts of the said tracts which the said Neil has now, or may hereafter lay off into lots, that then they shall be taken in entire lots, and not in parts of lots; and nothing herein contained shall be so construed or understood as to prevent the said Neil from selling, or otherwise disposing of any part of said tract previous to said situation being made. The uses declared by this deed it is deemed unnecessary to specify.

9th. 171.—Another deed recites that this was not admitted to record in the time prescribed by law, and most of the property has

been lost by decisions in court, the seizures by sheriffs, and otherwise sold and conveyed, so as not now to be bound by this deed; and the cause of the first execution of it yet existing; McCoull in consideration of the premises re-acknowledges the said deed, so far as relates to the property unsold, and by way of replacing, if possible, property of a value for what has been sold and lost, as well as for the said Julia's agreeing now to relinquish her right of dower in a tract of land of 645½ acres which he, the said Neil sold to Wm. Long in Nov., 1819, and her relinquishing also her right to the lots at Marion Hill, for the use and benefit of the Richmond South End Building Company, conveys to John McCoull, Charles F. Logan, John T. Swann, David Briggs and William F. Carter, among other property, "all, or any land he, the said Neil, may be entitled to at Marion Hill, exclusive of the building company," to the following uses. The trustees, or any two of them, shall have power to appoint an agent to collect the debts, improve the rent, or sell all the land and property, to make deeds or other conveyances to the lands, and to grant receipts, and generally to do and perform all such acts and things as may be necessary to be done for the complete—of the true intent and meaning of this indenture; but it must be clearly understood that the agent so appointed must be approved of by the said Neil before he can proceed to act; that if it should be necessary after the death of the said Neil to appoint another or other agents, they shall not have the right to sell any of the lands that may belong to this trust, but may do and perform all other acts and things pertaining to this trust, dated 2d of January, 1821.

This deed and the deed referred to therein, recorded June 11th, 1821. 10th. No. 23, page 174. To William F. Carter, John McCoull, Charles F. Logan, William W. Henning and Joseph Jackson, conveying all the property to him, the said McCoull, in any way belonging in trust, to indemnify James Carter, John McCoull, Richard K. Clough and Richard Young, as securities for the said Neil McCoull.

Dated January 10th, 1821. Recorded June 11th, 1821. 11th, No. 23, page 239. To John Pegram, Marshal of the Eastern District of Virginia, conveying all his the said McCoull's right, title and interest, either in possession or reversion to any lands, tenements, hereditaments or other property, either real, personal or mixed, but more particularly all the lands, in the county of Henrico, or such parts thereof as has not been sold, that the said McCoull bought of Walter Shelton as commissioner, for selling the estate of W. M. Lewis. The deceased states that McCoull was confined in prison under a ca.-sa. from the Circuit Court of the United States, at the suit of Amlog and wife, administrators of Leechamp which was executed the day of August, 1817.

This deed, dated July 18th, 1821, and recorded same day.

At a Superior Court of Law, held for Henrico county, April 13th, 1821.

THOMAS TAYLOR AND WILLIAM HAY, JUNR., Pltffs.
against
NEIL MCCOULL, Deft. } In debt.

This day came as well the pltffs. as the deft., who is in custody of the sheriff of this county, by their attorney's, and thereupon the said deft. relinquishing his former plea, acknowledges the pltffs. action; Therefore, it is considered by the court, that the pltffs. recover against the deft. in custody as aforesaid, seventy-one thousand and twenty-one dollars and forty cents, current money of Virginia, the debt in the declaration mentioned, and their costs by them about their suit in this behalf expended; and the said deft. in mercy, &c. But this judgment is to be discharged by the payment of three thousand nine hundred and forty-five dollars, sixty three and one-third cents, with interest thereon, to be computed after the rate of six per centum per annum, from the first day of September, 1816, and nineteen thousand seven hundred and twenty-eight dollars sixteen and two-third cents, with like interest thereon from the first day of September, 1820, till payment and the costs, and such other sum as may be hereafter found due upon a scire facias, being sued out on the said judgment, and the pltffs. attorney not desiring the deft. to be continued in custody, he is discharged.

Pltffs. costs $9 19 cents

*A copy.*

Teste. J. ROBINSON, *Clk.*
*Hen. Ct. Court.*

THOMAS TAYLOR AND WILLIAM HAY, JUNR., Pltffs.
against
NEILL MCCOULL, Deft.

The defendant in this case, having been served with the notice hereto annexed, and it appearing to me that there was a mistake in the sum of money for which the judgment was rendered in this case, in the Superior Court of law for Henrico county, on the 18th April, 1821, to the amount hereafter stated, which mistake may be safely amended by the bond on which the action is founded. It is therefore considered by me, that the said judgment be amended in this; that the said judgment shall be discharged by the payment of twenty-three thousand six hundred and seventy-three dollars eighty cents, principal sum, with interest at the rate of six per centum per annum from the first day of September, 1815, till paid, and by the further payment of the interest at the rate of six per centum per annum on eleven thousand eight hundred and thirty-six dollars and ninety cents, from the 1st Sept. 1815, till 1st Sept. 1820, which interest amounts to three thousand five hundred and fifty-one dollars and seven cents, and such other sum or sums as may be hereafter found due upon a writ or writs, scire facias being sued out on the said judgment.

And on the motion of the plaintiffs—It is further considered by me that the *capias ad satisfaciendum* issued by the clerk of the said Superior Court, on the 14th April, 1821, against the body of the said defendant, be quashed, and the defendant be discharged from custody under the said execution. Given under my hand in the clerk's office of said court, in the vacation thereof, this 28th day of April, 1821.

WM. BROKENBROUGH,
*Judge of the said Court.*

On the aforesaid judgment, as amended, a writ of *capias ad satisfaciendum* was issued the 28th day of April, 1821; which writ and the return thereon are in the words and figures following:

The Commonwealth of Virginia, to the Sheriff of Henrico County, Greeting:—We command you, that you take Neil McCoull, if he be found within your bailiwick, and him safely keep, so that you have his body before the Judge of our Superior Court of Law for Henrico county, at the capitol in the city of Richmond, on the first day of the next term, to satisfy Thomas Taylor and William Hay, junior, seventy-one thousand and twenty-one dollars and forty cents, current money of Virginia, which they late in our said Superior Court of law have recovered against the said McCoull for debt; also nine dollars and nineteen cents, which to the said Taylor and Hay in the same court were adjudged for their costs by them about their suit in that behalf expended, whereof the said Neil McCoull is convict, as appears to us of record; and have then there this writ. Witness, John Robinson, clerk of our said court at Richmond, the 28th day of April, 1821, in the 45th year of our foundation.

J. ROBINSON.

MEMO.—This execution is to be discharged by the payment of twenty-three thousand six hundred and seventy-three dollars eighty cents, principal sum, with interest, at the rate of six per centum per annum, from the first day of September, 1815, till paid; and by the further payment of the interest, at the rate of six per centum per annum, on eleven thousand eight hundred and thirty-six dollars and ninety cents, from the 1st September, 1815, till 1st September, 1820, which interest amounts to three thousand five hundred and fifty-one dollars and seven cents.

J. ROBINSON,
*Clerk.*

Credit is to be given on this execution for the following payments:

| | | | |
|---|---|---|---|
| 1817, 20 Feb. | Pay't on account of principal | $1952 | 00 |
| 26 May. | " " " | 1500 | 00 |
| | | $3452 | 00 |

| | | | | | |
|---|---|---|---|---|---|
| | | Brought forward | | | $3542 00 |
| 1816, 24 Aug. | Payment on account of interest | | | 418 64 | |
| Nov. | " | " | " | 90 00 | |
| 10 Dec. | " | " | " | 390 00 | |
| | | | | | 1407 14 |
| 1817, 17 July. | " | " | " | 430 50 | |
| 1818, 19 Feb. | " | " | " | 150 00 | |
| 1818, 24 Feb. | " | " | " | 100 00 | |
| 3 March. | " | " | " | 100 00 | |
| 24 March. | " | " | " | 100 00 | |
| 7 Oct. | " | " | " | 125 00 | |
| " | " | " | " | 1 50 | |
| | | | | | 5357 64 |
| 1816, 5 Aug. | Payment on account of interest | | | 1712 00 | |
| 1818, 28 Oct. | " | " | " | 20 00 | |
| 1816, 11 Nov. | " | " | " | 200 00 | |
| 1818, 5 Dec. | " | " | " | 50 00 | |
| 1819, 14 June. | " | " | " | 20 00 | |
| 1819, 22 July. | " | " | " | 24 57 | |
| 1819, 28 July. | " | " | " | 2 00 | |
| 1819, 29 Aug. | " | " | " | 2 00 | |
| | | | | | 2030 57 |
| Amount of payments to be endited | | | | $7388 21 | $7388 21 |

Executed in jail 28th of April, 1821, and the insolvent taken the 21st of July, 1821, schedule herewith returned.

REUBEN TANKERSLEY, *D. S. for*
WM. MAYO.

*Copies.*

Teste. J. ROBINSON,
*Cl. Hen. Cir. Court.*

The following is a copy of the schedule of Neil McCoull returned with the before mentioned execution.

The schedule of Neil McCoull, now confined in the jail of Henrico by virtue of executions in favor of Thomas Taylor and Wm. *Wm.* Hay, Jr., commissioners for selling the estate called Windsor, and in favor of James Halliday.

The said McCoull being duly sworn, sayeth, that he has conveyed by deeds duly recorded all the property he held for trustees for the purpose of paying his debts, that he has in due form delivered possession of all his books, papers and evidences of debt, together with all his household furniture, plantation utensils and other personal property to him belonging; that he has delivered livery of *sesion* to his said trustees, of all the lands he possessed, by delivering of a

peice of dirt to one of his trustees. That he has also made a deed in fee (as one of the others was), to the marshal of the 5th circuit and Virginia District, for all or any residume that might remain of his property, for the purpose of securing or paying a writ of *capias ad satisfaciendum*, sued out of the said United States Court, by the representatives of Mr. Albert Seekamp, deceased, of Baltimore, which ca. sa. was levied on his the said McCoull's body, before either of the judgments in the State Courts for which he is confined were obtained against him, and hence, having no property in possession or reversion, can surrender none.

NEIL McCOULL.

*July* 21st, 1821.

*A copy.*

Teste. J. ROBINSON,
*Cl. Hen. Cir. Court.*

The following is a copy of the warrant of discharge filed with the preceding schedule.

Henrico county, to wit:

We, William Price and John Hales, two of the justices of the peace for the county aforesaid—To the sheriff or keeper of the jail of the County of Henrico. We hereby command you, in the name of the Commonwealth, forthwith to release and set at liberty Neil McCoull, a prisoner now in your custody, by virtue of a bounds bond on an execution issued from Henrico Superior Court, in favor of James Halliday, conditioned for the payment of thirty-two thousand six hundred and twenty-five dollars; which bond bears date the 3d August, 1818, and is entitled to a deduction of one per cent. from the amount of interest calculated in said bond, as appears from an endorsement of B. W. Leigh, plaintiffs' attorney. An execution also issued from same office in favor of Thomas Taylor and Wm. Hay, Jr., for $23,673 80, with interest at 6 per cent., from the 1st Sept. 1815, till paid; also the interest, at 6 per cent. per annum, on $11,836 90, from the 1st Sept. 1815, till the 1st Sept. 1820, which interest amounts to $3551 07, and is to be credited by the following sums, to wit, as appears by an endorsement on said execution: 1817, 20th Feb., payment on account of principal, $1952, 26th May, do. $1500, added makes $3452 00; 1816, 24th Aug., payment on account of interest, $418 64; Nov. do. $90; 10th Dec. do. $390; 1817, 17th July, by do. $430 50; 1818, 19th Feb., by do. $150; 24th, by $100; 3d March, by $100; 24th, by 100; 7th Oct., by $125, do. $1 50; 1816, 5th Aug., by do. $1712; 1818, 28th Oct. $20 00; 1816, 11th Nov., $200; 1818, 5th Dec., $50; 1819, 14th June, $20 00; 22d July, by do. $24 57; 28th do. $2 00, and 29th Aug., $200, amounting in the whole to $7388 21; the said Neil McCoull having complied with the directions of the act of the Gene-

ral Assembly for the relief of insolvent debtors, if the said Neil McCoull is detained in your custody for no other cause than the said causes aforesaid, and for so doing this shall be your warrant. Given under our hands and seals this 21st July, 1821.

WILLIAM PRICE, [SEAL.]
JNO. HALES, [SEAL.]

Teste. J. ROBINSON,
*Clerk Circuit Court for Henrico, &c. (law side).*

A copy of the bond on which the aforesaid judgment of Taylor and Hay vs. McCoull was rendered.

Know all men by these presents, that we, Neil McCoull, of the county of Henrico, and John McCoull, of the county of Spottsylvania, and James Carter, of the county of Goochland, are held and firmly bound unto Thomas Taylor and William Hay, Jr., of the city of Richmond, in the sum of seventy-one thousand and twenty-one dollars and forty cents, current money of Virginia; to the payment of which sum, well and truly to be made to the said Thomas Taylor and William Hay, Jr., or either of them, their heirs, executors, administrators or assigns, we bind ourselves, our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this 22d day of June, in the year of our Lord, 1816.

The condition of the above obligation is such that, whereas, the above bound Neil McCoull is indebted to the said Thomas Taylor and William Hay, Jr., in the sum of thirty-five thousand five hundred and ten dollars and seventy cents, money as aforesaid, payable at the periods following, viz: one-third thereof on the death of Mrs. Susan Dorrington, wife of David Dorrington, Esq., provided she lives longer than five years from the first of September last, and if she should die before that time, then payable at the expiration of five years from the said first of September; five-sixths of the remaining two-thirds, at the expiration of five years from the said first of September, and the remaining one-sixth at the expiration of one year from the said first of September, with interest at the rate of six per centum per annum, on every of the said sums, payable yearly and every year, for, and during the respective periods aforesaid, for which a credit is given for the principal, by two even and equal payments, half yearly in the year, on the first day of September, and the first day of April, in every of the said years; the first two payments whereof were due on the first day of September and the first day of April last. If, therefore, the said Neil McCoull, John McCoull and James Carter, or either of them, their or either of their heirs, executors or administrators, shall well and truly pay, unto the said Thomas Taylor and William Hay, Jr., or either of them, their executors, administrators, or assigns, the said principal sum of thirty-five thousand five hundred and ten dollars and seventy cents, by in-

stalments, at the periods aforesaid, as also the interest thereon, in the manner and at the periods aforesaid, then this obligation to be void, otherwise to remain in full force.

NEIL McCOULL, [SEAL.]
JOHN McCOULL. [SEAL.]
[SEAL.]

Signed, sealed and delivered in the presence of
FRAS. B. DYER.

Teste—J. ROBINSON,
*Clerk of the Circuit Court for Henrico, &c. (law side).*

*Virginia*—

At a Circuit Superior Court of Law and Chancery, held for Henrico county, at the Capitol in the City of Richmond, on Thursday, November 13th, 1834.

BARTHOLOMEW DANDRIDGE, SIANA A. DANDRIDGE, JOHN L. DANDRIDGE, ROBERT F. DANDRIDGE, and others, Plaintiffs,
*against*
SUSAN DORRINGTON and DAVID DORRINGTON, the said Susan in her own right, and as Executrix of WILLIAM DANDRIDGE, deceased, and JOHN BASSETT, Defendants.

The plaintiff, Bartholomew Dandridge, having died, and Catharine Dandridge being his administratrix, this suit is ordered to be conducted in her name as such administratrix; the plaintiff, Siana A. Dandridge, having intermarried with John Williams, this suit is ordered to be conducted in the name of the said John Williams and Siana A. his wife; the plaintiff, John Langborne Dandridge, having died, this suit is ordered to be conducted in the name of Peyton Drew, as his administrator; the plaintiff, Robert F. Dandridge, having died, this suit is ordered to be conducted in the name of Herbert A. Claiborne, as his administrator; the plaintiff, Juliana E. Dandridge, having intermarried with Charles C. Richardson, this suit is ordered to be conducted in the name of the said Charles C. Richardson and Juliana E. his wife; the plaintiff, Lavinia W. Dandridge, having intermarried with John B. Richardson, this suit is ordered to be conducted in the names of the said John B. Richardson and Lavinia W. his wife; the defendant, Susan Dorrington, having died and David Dorrington, her husband having survived her, and having also become administrator *de bonis non*, with the will annexed of William Dandridge, deceased, this suit is ordered to be conducted against the said David Dorrington in his own right, and as administrator aforesaid; whereupon the parties in whose names and against whom this suit now stands, appeared by counsel, and it being shown to the court that under the decree pronounced on the 19th day of June, one thousand eight hundred and fifteen, and the order of the 15th day of June, one thousand eight hundred and sixteen, Neil McCoull with John

McCoull as his surety, executed a bond to Thomas Taylor and William Hay, Jr., for the purchase of parcels of the tract of land called Windsor, in the bill mentioned, on which bond suit was instituted in the Superior Court of law for Henrico county, and judgment obtained therein in April, 1821, in the names of the said Thomas Taylor and William Hay, Jr., against Neil McCoull, and the said Taylor having died, and the said Hay not having lately used any measures to enforce the said judgment, the court doth authorize the said Catharine Dandridge, administratrix of Bartholomew Dandridge, John Williams and Siana A. his wife, Peyton Drew, administrator of John L. Dandridge, Herbert A. Claiborne, administrator of Robert F. Dandridge, Charles C. Richardson and Juliana E. his wife, John B. Richardson and Lavinia W. his wife, and the said David Dorrington, who has succeeded to the rights of his deceased wife, Susan Dorrington, to take all legal measures which may seem to them proper, for the purpose of enforcing payment of the said judgment, with powers as full and complete in all respects as if the judgment stood in their names, instead of being in the names of the said Thomas Taylor and William Hay, Junior.

*A copy.*

Teste. J. ROBINSON,
*Clerk of Court.*

Whereas, upon a judgment mentioned in the foregoing order, as having been obtained in the Superior Court of law for Henrico county, in April, 1821, by Thomas Taylor and William Hay, Jr., against Neil McCoull, a writ of *capias ad satisfaciendum* was issued against the said McCoull, and duly levied on his body, which bound his real estate from the time the same was levied. And whereas, after the lien was so created and made complete, by the said McCoull's taking the oath of insolvency, he died, and his heirs sold to William Selden the following tract of land, to wit: that part of Marion, or (Marion's Hill) lying in Henrico county, and situated between Powhatan and Tree Hill estates, and bounded by James River on the south, by the Richmond and Osborne Turnpike on the north, by Almond's, (sometimes called Gilley's or Mayo's) creek on the west, and by Tree Hill and Rob. R. Glenn's on the east; and which is supposed to contain one hundred acres, more or less.

Now, be it known that we, Catharine Dandridge, administratrix of her husband Bartholomew Dandridge, deceased, John Williams and Siana his wife, James Rawlings, trustee of the said Siana, Charles C. Richardson and Julia E. his wife, John B. Richardson and Lavinia his wife, and Herbert A. Claiborne, administrator *de bonis non* of Robert F. Dandridge, deceased, and David Dorrington, for and in consideration of the sum of $200 to each of us in hand paid by the said William Selden, before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, do authorize the

said William Selden to enforce by such proceedings at law, or in equity, as may be proper, the lien created by the rendering of the judgment aforesaid, levying of the said *capias ad satisfaciendum*, and taking of the oath of insolvency aforesaid, so far as such lien relates to the tract of land purchased by him of the widow and heirs of Neil McCoull, &c., and we do give to the said Selden, his heirs and assigns, all the right that we would have to purchase the said tract of land, at any sale made under a decree enforcing the said lien, so that he may receive a conveyance without paying the purchase money, in like manner as we might receive the same. And, finally, we do assign, transfer, and set over unto the said Selden, his heirs and assigns, our respective interest in the said judgment, so far as may be necessary to give him, and them, the full benefit of the lien, created as aforesaid, upon the tract of land purchased by him; it being our intention to retain to ourselves the power of enforcing for our benefit the lien upon all the estate of the said Neil McCoull, except the tract of land so purchased by the said Selden of the widow and heirs of McCoull, Parkhill and Shelton, on 14th September, 1829.

Given under our hands and seals, this 12th day of January, 1835.

JNO. WILLIAMS, [SEAL.]
S. A. WILLIAMS, [SEAL.]
JAMES RAWLINGS, Trust. [SEAL.]
C. C. RICHARDSON, [SEAL.]
J. E. RICHARDSON, [SEAL.]
JNO. B. RICHARDSON, [SEAL.]
S. W. RICHARDSON. [SEAL.]

Witness, as to the signatures of John B. and Lavinia W. Richardson, J. W. and S. A. W. and J. E. R.,
R. McRae.
William Mountjoy, as to
J. R.
G. A. Myers, as to
D. Dorrington.

HERBERT A. CLAIBORNE. [SEAL.]
Adm'r of Ro. F. Dandridge.
DAVID DORRINGTON. [SEAL.]

A copy from a paper filed in the case of Selden vs. Stevenson, &c.

Teste—J. ROBINSON,
*Cl'k Henrico Circuit Court.*

(*In the Original.*)

The interlineations, to wit, the word "part"—the words "James Rawlings, trustee of the said Siana"—"Herbert A. Claiborne,"

"each of" our respective interest in—and the introduction of the words and figures "12th day of January, 1885," were all made with our knowledge and approbation, and before we signed the foregoing assignment.

JNO. WILLIAMS.
S. A. WILLIAMS.
JAMES RAWLINGS, Trustee, &c.
C. C. RICHARDSON.
J. E. RICHARDSON.
JNO. B. RICHARDSON.
L. W. RICHARDSON.
HERBERT A. CLAIBORNE,
Adm'r of Ro. F. Dandridge.

Witness as to the signatures of John B. and Lavinia W. Richardson, J. W. and S. A. W. and J. E. R., R. McRae, William Mountjoy as to J. R.

The above-mentioned interlineations were made in my presence before this paper was signed by any of the parties.

HERBERT A. CLAIBORNE.

The above notes following my attestation of the preceding copy obliterated by myself.

J. ROBINSON,
*Cl'k Henrico Circuit Court.*

This deed, made this 4th day of September, in the year of our Lord one thousand eight hundred and sixteen, between Neil McCoull and Julia his wife, of the County of Henrico, of the first part—Alexander Fulton of the county aforesaid, Andrew Stevenson and John Adams of the City of Richmond, of the second part—and such shareholders as shall or have signed the agreement hereinafter recited, and hereto annexed of the third part, Witnesseth, that the said Neil McCoull and Julia his wife, in pursuance of the said hereinafter recited agreement, and for and in consideration of the trust hereinafter mentioned, and also for the further consideration of one dollar to them, and each of them in hand paid by the said Alexander Fulton, Andrew Stevenson, and John Adams, and each of them paid and delivered on or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, enfeoffed and confirmed, and by these presents do bargain, sell, enfeoff and confirm, unto the said Alexander Fulton, Andrew Stevenson and John Adams, and the survivor or survivors of them, their, and the survivor of their heirs, all those certain lots or parcels of land, and other property hereinafter mentioned, that is to say, one lot of land in the City of Richmond, situated on Locust street adjoining a lot conveyed by Neil McCoull to James Brown, Jr., and running up said street N. 25 E. twenty-nine 29 feet, to the lot con-

veyed by said McCoull to Pleasant Pollard, thence with the line of the said Pleasant Pollard's back one hundred 100 feet to John Sheppard's line, thence with Sheppard's line twenty-nine 29 feet, thence parallel with said Pollard's line one hundred 100 feet to the beginning, being a part of the lot conveyed by Christopher Anthony and others to Neil McCoull, by deed recorded in the County Court of Henrico, 14th September, one thousand eight hundred and nine; two other lots in the City of Richmond, situated on 4th street, one beginning at the corner where Isaac H. Judah and Neil McCoull join on the west side of 4th street, running thence with said street N. eastwardly three hundred and sixty-five 365 feet, thence N. westwardly at right angles with said street one hundred and twenty 120 feet, thence S. westwardly and parallel with said street three hundred and sixty-five 365 feet, thence at right angles to the beginning—and the other lot beginning where the said McCoull's lot join the Corporation land on the east side of 4th street, running thence with said street S. westwardly three hundred and thirty-five 335, thence at right angles S. eastwardly one hundred and twenty 120 feet, thence parallel with said street three hundred and thirty-five 335 feet, thence at right angles to the beginning, being a part of seven acres conveyed by a deed from Ro. Crouch and wife to said Neil McCoull, and recorded in the General Court, June, one thousand eight hundred and eleven. One other lot in the City of Richmond upon William Mitchell's plan, known and described in his, the said Mitchell's plan, now of record in Henrico Court by number (3) three—eight other lots in Henrico County situated on the north side of Bacon Branch, each lot being forty 40 by one hundred and eighty 180 feet, and designated by Nos. one 1, two 2, seven 7, eight 8, nine 9, ten 10, eleven 11, and twenty 20, as will appear from the deed for said lots executed by Solomon Marks and wife, to Neil McCoull, and which is recorded in the County Court of Henrico, 27th July, one thousand eight hundred and fourteen—one hundred acres of land being a part of the Marion Hill tract purchased by Neil McCoull of Walter Shelton, Commissioner appointed by the County Court of Henrico, to make the sale and the deed for which is recorded in the County Court of Henrico aforesaid, and bounded as follows; beginning on the bank of river near the mouth of Almond's creek, running thence down the river bank to where Harris street being continued would strike the river bank, thence due east up the south side of said street to the north-west corner of lot No. forty-six 46, thence due north to James A. Grant's line, thence due west eight poles and one-fifth of a pole, thence due north thirty-four and two-fifths poles to Frederick Harris's line, thence due west with his line to his south-western corner, thence due north to Almond's creek, thence down the creek to the beginning. Five lots at Rocketts, the first beginning at a stone on the county road, or Rocketts street, a corner of the ground owned by McRoberts' heirs, thence with their line S. 50 W. crossing the continuation of Carey

or D. street to Water street, thence up Water street N. 34 W. seventy-five 75 feet, thence N. 36 E. one hundred 100 feet to the ground divided between the children of the late John Banks, as per survey recorded in one thousand eight hundred and fifteen, in Henrico County Court, thence parallel with Water street feet to the division allotted to John Banks, the eldest son of the said John, N. E. as allotted to him, crossing the aforesaid D. street, continued to Rocketts street, thence with said street S. 12 E. sixteen 16 feet three 3 inches to the beginning. The second lot beginning on the west side of Water street, opposite to the line first described, and at a corner of Geo. Picketts', Sen'r., running thence the same course to the river and up Water street, N. 34 W. one hundred 100 feet, and from thence to the river, being a front on Water street of one hundred 100 feet, running the same width to the river; the third lot beginning at the corner of Pear and Water streets, and running down Water street S. 34 E. seventy-five 75 feet to a stone, thence N. 56 E. one hundred 100 feet, thence parallel with Water street N. 34 W. seventy-five 75 feet to Pear street, thence down Pear street to the beginning—the fourth lot beginning at the north-west corner of Pear and Water street, and running up Water street N. 34 W. thirty-three 33 feet, thence up the same street N. 47 W. twenty 20 feet to Marion's line, thence with Marion's line N. 83 E. to Pear street, thence down Pear street S. 50 W. to the beginning, and the fifth lot beginning on the west side of Water street one hundred feet above the second lot on that street herein described, and running up that street to make the whole front of the five lots on Water street three hundred and seventy — 375 feet, seventy-four lots on Gillies' creek, of which eleven and a half acres were purchased by Neil McCoull of Thomas Rutherford and wife, as will appear by their deed recorded in the County Court of Henrico, 20th July, one thousand eight hundred and fourteen, and the residue thereof was purchased by said McCoull of Bartlett Still, and the deeds for which are recorded in the County Court of Henrico, on the 8th August, one thousand eight hundred and twelve, and on the 6th of September, one thousand eight hundred and thirteen.

And lastly, fifty acres more of the said Marion Hill tract, and designated in the plan of the said tract by numbers fifty-four 54, sixty-three 63, sixty-four 64, sixty-five sixty-six 66, sixty-seven 67, sixty-eight 68, seventy-two 72, seventy-four 74, seventy-five 75, seventy-six 76, seventy-seven 77, eighty 80, eighty-three 83, eighty-four 84, eighty-five 85, the north part of five 5, twenty-three 23, twenty-four 24, thirty-one 31, thirty-eight 38, thirty-nine 39. To have and to hold the said several lots, parcels of land and premises, together with all the houses, outhouses, appendages and appurtenances thereof or thereto, in anywise belonging to them, the said Alexander Fulton, Andrew Stevenson and John Adams, and the survivor of them, their, and the survivor of their heirs. And the said Neil McCoull and Julia his wife, the said several lots and par-

cels of land and premises to the said Alexander Fulton, Andrew Stevenson and John Adams, and the survivor of them, and the survivor of their heirs, against the claim or claims of all and every person or persons whatsoever, do and will by these presents forever warrant and defend. In trust, nevertheless, and upon this express condition, whereas the said Neil McCoull hath, heretofore, entered into contract with certain associated shareholders for sale by the said McCoull to the said shareholders of the property hereinbefore described, which said contract or agreement is hereto annexed, as a part of this deed and is in the words, and figures following, that is to say, "The herein described property I think will bring upon an average higher prices than those affixed to it of this property. I am willing to dispose upon the following terms, viz:—A company to be formed consisting of one hundred shares, each shareholder to give me his notes, payable at one of the banks in the city of Richmond, as follows:

| | | |
|---|---|---|
| One note payable | 4th October, 1816, for | $125 |
| " " | 4th January, 1817, for | 125 |
| " " | 4th July, 1817, for | 125 |
| " " | 4th October, 1817, for | 125 |
| " " | 4th January, 1818, for | 125 |
| " " | 4th July 1818, for | 125 |
| " " | 4th October, 1818, for | 125 |
| " " | 4th January, 1819, for | 125 |
| | | $1000 |

In consideration of which I am to convey the whole of the property to any agent or agents whom the holders of a majority of the shares may appoint. The property thus conveyed for the benefit of the shareholders, to be sold at different periods of time, at public auction, under my directions or the directions of some person whom I shall legally authorize. The sales shall be so effected that the payment for the property sold are to be made or become due on the 1st day of each of the before-mentioned months, on which the shareholders, notes will fall due as above, at least to an amount that will enable the agent or agents to pay the notes given by the shareholders' which they are hereby authorized and required to do. Should I or my legal representative fail to effect sales so that good paper should not be in the hands of the agents, one month previous to the payments from the shareholders, falling due, then and in that case the agent or agents of such shareholders are empowered to advertise and make sale for ready money, at least ten days before the notes given to me by the shareholders become due, of as much of the property as will be required to pay the said notes, the land to be bound in every instance for the payment of the money for which it shall sell. The company thus formed to be styled the Marion Hill Company, No. 8, for whose benefit the agents are immediately

after each sale to deposite in bank for collection the notes received from the sale or sales of the property that may be sold with written and irrevocable instructions to apply the same, or the proceeds to the payment in the first instance of the said notes of the shareholders to me, and the balance of the said sales, are to be transferred or placed to my credit in bank, until I shall be paid the further sum of $100,000. A correct list of the notes payable to me by the shareholders is to be deposited in the bank, signed by the agent; but should any of the notes themselves be previously paid, and consequently not deposited for payment—then on the day or days upon which the note or notes not deposited would have fallen due, the bank is to place to the credit of such shareholder or holders, whose notes have thus been previously paid, the amount thereof. To each shareholder, I will give a certificate of his share, his right to which may be transferred by a simple assignment to his assignee, provided the said assignment is dated and notice thereof is given to me within ten days thereafter, and before a further public sale of any other property shall have taken place. Not less than one-half of the shareholders shall constitute a meeting; thus constituted, any regulations or rules which they may adopt shall be binding upon the whole of the shareholders: the shareholders may vote in person or by proxy—in case of the death of any shareholder, his share may be sold by his representatives as personal property, unless he should otherwise direct by his last will, &c.

The profits that may remain after the expenses are paid, to be equally divided between the different shareholders. But should the nett proceeds exceed $100,000, then the surplus is to be applied to some purpose which the holders of a majority of shares may think will be most beneficial to the city of Richmond or its environs. After fifty shares are taken, I reserve to myself the liberty of taking the other fifty shares, or any part of them, should I be so disposed—or of selling the same at a higher price than the original subscription price—should I purchase any lots at the sales, they are not to be considered as forming a part of the sales, by which the money to pay the notes of the shareholders is to be raised; but sales sufficient are to be made besides, and the title to my purchasers to remain in the agents, and to be resold, if there should be a deficiency; should there be no deficiency, then they are to be paid in part of the $100,000 coming to me from the sales. Should this property now presented sell for no more than it is estimated at, there will be a profit accruing to the shareholders of 25 per cent.; but if my estimate of its value is as much below the price it may sell for as was my estimate of property conveyed to the last company, it will be very much more. I should not be surprised if it should amount $1000 profit on each share; at the same time, there is no possibility of a loss, unless what is estimated in my judgment, at a fair valuation, at $2250, should not sell for $1000, and the shareholders have not to make any advances.

| | |
|---|---|
| 29 feet front on Locust street, 100 feet deep, immediately back of Mr. James Brown's late auction store, at $150 per foot, . . . . . | $4,350 00 |
| 700 feet on 4th street, between the residence of the late Samuel Greenhon, Esq., and the poor-house, at $20 per foot, . . . . . | 14,000 00 |
| A lot in Mr. Wm. Mitchell's plan adjoining the Academy ground, $500.—Eight small lots near Solomon Mark's, 1,500, . . . . . | 2,000 00 |
| 100 acres of the low grounds on Marion Hill, each $1000, . . . . . | 100,000 00 |
| 874 feet on Water street, running up the Main street, where it has 16 feet front, and if D. street is continued there will be a considerable front on that street; the lots affords excellent situations for wharfs; I am not a judge of how many; but I think the whole will sell for more than I ask, by a great deal of odds, | 15,000 00 |
| The house and lot No. 5, at Marion Hill; the house is just built, and cost, as I have been informed, upwards of $3,000; the lot is 264 feet square, . . | 4,000 00 |
| 74 lots on Gillies Creek, 132 feet square, each $680, . . . . . | 50,320 00 |
| 50 acres of Marion Hill, as laid down in the plan by which I made my last sale, which *my* be taken from such part of the land I now hold in that plan, as the agents may designate, including man's house and garden of two acres, the wheelwright's and blacksmith's shop, and a small brick tenement not yet finished, but shall be, at my expense, in a short time; several of the lots are inclosed trees, asparagus and other articles planted out, @ $800, . . . . | 40,000 00 |
| | 229,670 00 |
| The amount proposed to be sold for $200,000, is, according to these estimates of the value, . . | 225,000 00 |
| Leaving | $4,670 00 |

To make good any little deficiency there may be by possibility, or if none, to be paid to me out of what may remain after $225,000 worth have been sold, and not before, or the agents may before any sale is made leave out or designate any part of the property they may choose, at the estimated value, so as to reduce the sum to $225,000, I hereby bind myself to give as much ground as may be necessary for a wharf, and to build one of the value of $1,000 at or near the Marion Hill landing, and that the fishery shall be conveyed in such a way that it shall be for the use of such persons only as may hold property under one or other of the com-

panies to whom I have sold, of which this is the third, until it shall be proper to build more wharfs on the Marion Hill shore. When that time shall arrive, the fishery, or such part as may be destroyed from time to time, to revert to me, my heirs or assigns; but at the same time reserving to myself no exclusive right of fishing at any time.—NEIL MCCOULL."—Which said agreement hereunto annexed as aforesaid, the said Neil McCoull doth by these presents, in all things, confirm and establish. And whereas, the holders of a majority of the shares, as in the said agreement mentioned, have, according to a provision of the said agreement, designated and appointed the said Alexander Fulton, Andrew Stevenson and Jno. Adams, their agents to carry the same into effect. Now therefore, it is the true intent, meaning, condition and object of this conveyance, that the said Alexander Fulton, Andrew Stevenson and Jno. Adams, or either, or the survivor of them, their heirs, or the heirs of the survivor of them, shall well and truly do, execute and perform all things in the said agreement hereto annexed, and herein before recited, mentioned or intended to be by them, as the agents of the aforesaid associated shareholders, done, executed and performed according to the tenor, true intent and meaning of the said agreement.—Provided always, that whatever shall be done by any one of the aforesaid agents and trustees shall be binding and effectual to all intents and purposes as if the same had been done by all of them. And the said Alexander Fulton, Andrew Stevenson and Jno. Adams, do by these presents for themselves respectively, and for their respective heirs, covenant with the said Neil McCoull and Julia his wife, and the said associated shareholders, for the faithful performance of this trust.

In testimony whereof the said Neil McCoull and Julia his wife, and the said Alexander Fulton, Andrew Stevenson and Jno. Adams, have hereunto set their hands, and affixed their seals, the day and year first above written.

NEIL McCOULL, [SEAL.]
JULIA McCOULL. [SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]

*City of Richmond, to wit:—*

We, Francis Wicker and Wm. Depriest, Magistrates of the said city, do hereby certify, that Neil McCoull, party to the within conveyance, hath duly acknowledged the same before us, on the 4th day of September, in the year one thousand eight hundred and fourteen, and desired us to certify the said acknowledgment to the clerk of the county court of Henrico, in order that the said conveyance may be recorded—as witness our hands and seals.

F. WICKER, [SEAL.]
WM. DEPRIEST. [SEAL.]

*City of Richmond, to wit:—*

We, Francis Wicker and Wm. Depriest, Justices of the peace in the city aforesaid, in the State of Virginia, do hereby certify that Julia McCoull, the wife of Neil McCoull, parties to a certain deed for the conveyance of real estate to Alexander Fulton, Andrew Stevenson and Jno. Adams, bearing date on the 4th day of September, and hereto annexed, personally appeared before us in our city aforesaid, and being examined by us privily, and apart from her husband, and having the deed aforesaid fully explained to her, she, the said Julia McCoull, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed and delivered the same, and that she wished not to retract it.

Given under our hands and seals this 4th day of September, 1816.

F. WICKER, [SEAL.]
WM. DEPRIEST. [SEAL.]

*In Henrico County Court-office, the 17th September*, 1816.

This indenture was produced in the office, and with the certificates thereon written of Neil McCoull's acknowledgment, and also of Mrs. Julia McCoull's relinquishment of dower (both parties), before two magistrates admitted to record.

Teste. J. B. WHITLOCKE, *C. H. C.*

*A copy.*

Teste. LOFTIN N. ELLETT, *C. H. C.*

This is to certify, that Richard Lorton, Esq., his executors, administrators or assigns, is entitled to a share, No. sixteen, in the Marion Hill Company, No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, Andrew Stevenson and John Adams, Esquires, who have been duly appointed agents, or trustees for said company.

When this share is transferred, notice in writing must be given to the trustee or agent, within ten days after such transfer, that it may be entered on the books of the company.

Witness my hand and seal this 4th Oct. 1816.

Countersigned by

NEIL McCOULL. [L. S.]

I assign the within to William Selden.

RICHARD LORTON.

20 *August*, 1833.

This is to certify that John King, Esq., his executors, administrators, or assigns, is entitled to a share, No. Fifty-eight, in the Marion Hill Company, No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, John Adams, and Andrew Stevenson, Esquires, who have been duly appointed agents or trustees for said Company.

When this share is transferred, notice in writing must be given to

the acting trustee or agent, within ten days after such transfer, that it may be entered on the books of the Company.

Witness my hand and seal, this 14th Sept. 1816.

NEIL McCOULL. [L. S.]

For value received in money, I sell and assign to William Selden, of Tree Hill, all my right, title, and interest in this share, as far as the said share relates to all the land of Marion Hill Company No. 3, which lies to the right of the turnpike as you approach Marion Hill from Richmond by the way of the turnpike, and no more. The meaning of this is to assign all the land which lies between the said turnpike and James River embraced in the scheme.

JOHN KING.

Witness,
J. F. SWANN.
*Richmond, 3d April*, 1835.

For value received in money, I hereby sell and assign to William Selden all the right, title, and interest, which Neil McCoull conveyed to me in this share.

JOHN KING.

Witness,
CHARLES WILLS.
*10th Dec.*, 1835.

This is to certify, that John King, Esq., his executors, administrators, or assigns, is entitled to a share, No. sixty, in the Marion Hill Company No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, Andrew Stevenson, and John Adams, Esqr's, who have been duly appointed agents or trustees for said Company.

When this share is transferred, notice in writing must be given to the acting trustee or agent, within ten days after such transfer, that it may be entered on the books of the company.

Witness my hand and seal, this *4th October*, 1816.

NEIL McCOULL. [L. S.]

For value received in money, I hereby assign to William Selden, of Tree Hill, all my right, title, and interest in this share, as far as the said share relates to all the land of Marion Hill Company, No. 3, which lies to the right of the turnpike as you approach Marion Hill from Richmond by the way of the turnpike, and no more. The meaning of this is to assign all the land which lies between the said turnpike and James River embraced in the scheme.

JOHN KING.

Witness,
J. F. SWANN.
*Richmond, 3d April*, 1835.

For value received, I hereby sell and assign to Will. Selden all the right, title and interest, which Neil McCoull conveyed to me in this share. JOHN KING.

Witness,
CHARLES WILLS.
*December 10th*, 1835.

This is to certify, that John King, Esq., his executors, administrators or assigns, is entitled to a share, No. sixty-one, in the Marion Hill Company, No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, Andrew Stevenson and John Adams, Esquires, who have been duly appointed agents, or trustees for said company.

When this share is transferred, notice in writing must be given to the acting trustee, or agent, within ten days after such transfer, that it may be entered on the books of the company.

Witness my hand and seal, this 4th October, 1816.

NEIL McCOULL. [SEAL.]

For value received in money, I hereby assign to William Selden, of Tree Hill, all my right, title and interest, in this share, as far as the said share relates to all the land of Marion Hill Company, No. 3, which lies to the right of the turnpike, as you approach Marion Hill from Richmond, by the way of the turnpike, and no more. The meaning of this is to assign all the land which lies between the said turnpike and James River, embraced in the scheme.

JOHN KING.

Witness,
J. F. SWANN.
*Richmond, 3d April*, 1835.

For value in money, I hereby sell and assign to William Selden all the right, title and interest, which Neil McCoull conveyed to me in this share. JOHN KING.

Witness,
CHARLES WILLS.
*December 10th*, 1835.

This is to certify, that John King, Esq., his executors, administrators or assigns, is entitled to a share, No. fifty-seven, in the Marion Hill Company, No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, John Adams and Andrew Stevenson, Esquires, who have been duly appointed agents, or trustees for said company.

When this share is transferred, notice in writing must be given to the acting justice, or agent, within ten days after such transfer, that it may be entered on the books of the company.

Witness my hand and seal, this 14th Sept., 1816.

NEIL McCOULL. [SEAL.]

For value received in money, I hereby assign to William Selden, of Tree Hill, all my right, title and interest in this share, as far as the said share relates to all the land of Marion Hill Company, No. 3, which lies to right of the turnpike as you approach Marion Hill from Richmond by the way of the turnpike, and no more.

The meaning of this is to assign all the land which lies between the said turnpike and James River embraced in the scheme.

JOHN KING.

Witness,
J. F. SWANN.
*Richmond, 3d April,* 1835.

For value received in money, I hereby sell and convey to William Selden all the right, title and interest, which Neil McCoull conveyed to me in this share. JOHN KING.

Witness,
CHARLES WILLS.
*December 10th,* 1835.

This is to certify, that John King, Esq., his executors, administrators, or assigns, is entitled to a share, No. sixty-two, in the Marion Hill Company, No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, Andrew Stevenson and John Adams, Esquires, who have been duly appointed agents or trustees for said company.

When this share is transferred, notice in writing must be given to the acting trustee, or agent, within ten days after such transfer, that it may be entered on the books of the company.

Witness my hand and seal, this 4th October, 1816.

NEIL McCOULL. [SEAL.]

For value received in money, I hereby assign to William Selden, of Tree Hill, all my right, title and interest in this share, as far as the said share relates to all the land of Marion Hill Company, No. 3, which lies to the right of the turnpike, as you approach Marion Hill from Richmond, by the way of the turnpike, and no more.

The meaning of this, is to assign all the land which lies between the said turnpike and James River embraced in the scheme.

JOHN KING.

Witness,
J. F. SWANN.
*Richmond, 3d April,* 1835.

For value received, I hereby sell and assign to William Selden all the right, title and interest, which Neil McCoull conveyed to me in this share. JOHN KING.

Witness,
CHARLES WILLS.
*December 10th,* 1835.

This is to certify, that John King, Esq., his executors, administrators or assigns, is entitled to a share, No. sixty-three, in the Marion Hill Company, No. 3, three, as explained in a deed in Henrico County Court, from the undersigned Neil McCoull, to Alexander Fulton, Andrew Stevenson and John Adams, Esquires, who have been duly appointed agents, or trustees, for said company.

When this share is transferred, notice in writing must be given to the acting trustee, or agent, within ten days after such transfer, that it may be entered on the books of the company.

Witness my hand and seal, this 4th October, 1816.

NEIL McCOULL. [SEAL.]

For value received in money, I hereby assign to William Selden, of Tree Hill, all my right, title and interest, in this share, so far as the said share relates to all the land of Marion Hill Company, No. 3, which lies to the right of the turnpike, as you approach Marion Hill from Richmond, by way of the turnpike, and no more.

The meaning of this, is to assign all the land which lies between the said turnpike and James River, embraced in the scheme.

JOHN KING.

Witness,
J. F. SWANN.
*Richmond, 3d April,* 1835.

For value received in money, I hereby sell and assign to William Selden all the right, title and interest, which Neil McCoull conveyed in this share. JOHN KING.

Witness,
CHARLES WILLS.
*December 10th,* 1835.

To which answer the plaintiff by counsel replied generally, and commissions were awarded the plaintiffs and defendants, to examine and take the depositions of their witnesses.

And at a Court of the United States, for the Fifth Circuit and District of Virginia, held at the United States Court-Room, on the 6th day of June, 1836,

On the motion of the plaintiffs in this cause, by their counsel, leave is granted them to amend their bills.

And at a court of the United States, for the Fifth Circuit and Eastern District of Virginia, held at the United States Court-Room, in the City of Richmond, on the 9th day of June, 1842,

The plaintiff, Sophia Amelong, admi'rx of Albert Seekamp, dec'd, having departed this life, her death is ordered to be suggested on the record; and leave is given to Jesse Snead, Sheriff of Henrico county, to whom administration de bonis non of the estate of Albert Seekamp, dec'd, has been committed, to revive this suit in his name as plt'ff—and thereupon the said Jesse Snead filed his bill of revivor; and it appearing to the satisfaction of the court that William Selden,

a party defendant in this suit, is now an inhabitant of the District of Columbia, therefore, on the further motion of the complainant, it is ordered that the said William Selden do appear here on the first day of the next term, and show cause, if any he can, why the said cause should not stand, and be revived in the name of the said Jesse Snead, Sheriff of Henrico county, and as such admr. de bonis non of Albert Seekamp, and that a copy of this order be forthwith inserted in some newspaper printed in the city of Richmond, for two months successively, and posted at the front door of the City Hall of said city.

The bill of revivor referred to in the foregoing order is in the words and figures following, to wit:

To the Honorable Peter V. Daniel, Judge of the Supreme Court of the United States, and John Y. Mason, Judge of the District Court of the United States for the Eastern District of Virginia, and as such judges of the Circuit Court of the United States for the Eastern District of Virginia.

Humbly complaining, showeth unto honors your orator Jesse Snead, High Sheriff of the county of Henrico, to whom administration of all and singular the goods and chattels of Albert Seekamp, left unadministered by Frederick L. E. Amelong and Sophia, his wife, who was Sophia Seekamp, and administratrix of said Albert Seekamp, has been committed by the Circuit Superior Court of Law and Chancery for the county of Henrico, and city of Richmond. That the said Frederick L. E. Amelong, and Sophia, his wife, as administratrix of Albert Seekamp, now deceased, on or about the 29th day of May, 1835, exhibited their original bill of complaint in this honorable court against Julia McCoull, widow of Neil McCoull, and Charles L., Mary P., Julia L., and John James McCoull, heirs of the said Neil McCoull, Benjamin Sheppard, administrator of said McCoull, William Selden and Edmund Christian, Marshal of the United States for the Eastern District of Virginia, successor of John Pogram, as the defendant thereto, thereby stating such several matters and things as are therein for that purpose more particularly mentioned and set forth, and praying that certain lands therein mentioned may be sold, and out of the proceeds thereof that the debt due from the said Neil McCoull to the complainants, as representative of the said Seekamp, and mentioned and set forth in said bill, should be paid and for general relief. And your orator further showeth that process duly issued against the said defendants, and was served upon them.

That afterwards the defendant, William Selden, filed his answer, but that the other defendants have failed to appear, and the cause has been taken as confessed against them. Your orator further states, that the order committing the estate of Neil McCoull to Benjamin Sheppard has been revoked and annulled, and of that administration on the estate of the said Neil McCoull has been committed by the County Court of Henrico to Charles L. McCoull.

1841.

And your orator further states that leave was given the said complainants to amend their bill, but before any further proceedings were had in the cause, that the said Sophia departed this life, to wit, on or about the day of ; and that the unadministered estate of the said Albert Seekamp hath been committed to your orator by the proper court, and he hath thereby become and now is the proper legal representative of the said Albert Seekamp. And your orator further showeth that the said suit and proceedings having become abated by the death of the said Sophia, administratrix of Albert Seekamp, your orator is, as he is advised, as the personal representative of the said Albert Seekamp, entitled to have the said suit and proceedings revived against the said defendants, and to have the said cause put in the same state and condition as the same was previously to the death of the said Sophia.

To the end, therefore, that the said defendants may answer the premises, and that the said suit and proceedings, which so became abated as aforesaid may stand revived, and be in the same plight and condition as the same were in at the time of the death of the said Sophia, or that the defendants may show good cause to the contrary, may it please your honor to grant unto your orator the United States' most gracious writ of subpœna to revive and answer, issuing out of and under the seal of this honorable court, to be directed to the said Mary P., Julia L., John James, and Charles S. McCoull, and the said Charles L. McCoull as administrator of Neil McCoull and William Selden, and Edmund Christian, Marshal of the United States for the Eastern District of Virginia, personally to appear before this court, and show cause, if any they can, why this suit shall not be revived against them, and be in the same plight and condition as the same were at the time of the abatement thereof, and further, to stand to and abide such order or decree in the premises as to your honors shall seem meet, and your orator shall ever pray, &c.

And on the 21st day of July, 1842, the following scire facias was issued.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

*To the Marshal of the Eastern District of Virginia, Greeting:*

Whereas, in a certain suit in Chancery lately depending in the Court of the United States, for the fifth circuit and Virginia district, between Frederick L. E. Amelong and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, dec'd, pl'ffs, and Julia McCoull, widow of Neil McCoull, Charles L., Mary P., Julia L., and John James McCoull, heirs of the said Neil McCoull, Benjamin Sheppard, administrator of said Neil McCoull, William Selden, and Edmund Christian, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants, but before any final decree was entered therein, the said Sophia Amelong,

administratrix of Albert Seekamp, deceased, having departed this life, and administration de bonis non of the estate of the said Albert Seekamp, deceased, having been committed to Jesse Snead, Sheriff of Henrico County, and the said Jesse Snead, administrator de bonis non of the estate of the said Albert Seekamp, deceased, having applied for a proper remedy in this behalf, and being willing that right and justice may be done, agreeable to the acts of Congress of the United States, in such case made and provided, command you, that you make known, according to law, to the said Julia L. McCoull, widow of Neil McCoull, Charles L., Mary P., Julia L., and John James McCoull, heirs of the said Neil McCoull, Benjamin Sheppard, administrator of said Neil McCoull, William Selden and Edmund Christian, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, that they be before the Judges of the Court of the United States, for the fifth Circuit and Eastern Virginia District, in the City of Richmond, on the 18th day of November next, to show, if anything for themselves they have or can say, why the said suit and the proceedings therein had should not stand and be revived against them in the name of the said Jesse Snead, administrator de bonis non as aforesaid of the said Albert Seekamp, deceased, and be in all things in the same plight and condition as it was at the time of the decease of the said Sophia Amelong, administratrix of the said Albert Seekamp, deceased, and further to do and receive what the said Court shall in that part consider. And have then there this writ. Witness, Roger B. Taney, Esq., Chief Justice of the United States at Richmond, this 21st day of July, 1842, and in the 67th year of the Independence of the United States of America.

HENRY GIBSON,
*Clerk.*

Annexed to an attested copy of the order of 9th June, 1842, is the following affidavit of publication thereof.

*City of Richmond, to wit:*—

This day, personally appeared before me, an alderman in and for the city aforesaid, Thomas I. Dunnavant, a gentleman employed in the office of the Richmond Compiler, and made oath that the above order of the United States Court, for the Eastern Virginia District, in the case of Frederick L. E. Amelong and Wife vs. McCoull's Heirs, had been inserted for two months successively in the Richmond Compiler Newspaper.

Given under my hand this 7th day of December, 1842.

SIMON CULLEN, *J. P.*

And on the 15th day of November, 1842, the following subpœna was issued—

THE PRESIDENT OF THE UNITED STATES OF AMERICA,
*To the Marshal of the Eastern Virginia District, Greeting:*

You are hereby commanded to summon Charles L. McCoull, administrator de bonis non of Neil McCoull, deceased, to appear before the judges of the Court of the United States for the fifth circuit, in the Eastern Virginia District, at the city of Richmond, on the 18th day of this month, to answer a bill of revivor exhibited against him and others by Jesse Snead, High Sheriff of the county of Henrico, and as such administrator de bonis non with the will annexed, of Albert Seekamp, deceased, and have then there this writ. Witness, Roger B. Taney, Esq., Chief Justice of the United States, at Richmond, this fifteenth day of November, one thousand eight hundred and forty-two, and in the 67th year of the Independence of the United States of America.

HENRY GIBSON,
*Clerk.*

November 18th, 1842. Executed by leaving a copy of the within with the wife of the within-named defendant, he being absent from home.

Service $2 00.

RO. WALKER, *D. M. for*
E. CHRISTIAN, *M. E. V. D.*

And at a Court of the United States for the Fifth Circuit and Eastern District of Virginia, held at the United States Court-Room in the city of Richmond, on the 8th day of December, 1845.

JESSE SNEAD, High Sheriff of the County of Henrico, and as such administrator *de bonis non* with the will annexed of Albert Seekamp, deceased, plaintiff,

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, MARY P., JULIA L., and JOHN JAMES MCCOULL, heirs of the said Neil McCoull; BENJAMIN SHEPPARD, administrator of the said McCoull; WILLIAM SELDEN and EDMUND CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants.

This cause came on this day to be heard, on the papers formerly read, and the amended and supplemental bill of the plaintiff, reviving the suit in the name of the plaintiff, and in the name of Charles L. McCoull, as administrator *de bonis non* of Neil McCoull, deceased, and the order of publication, as to the defendant William Selden, and was argued by counsel:—Whereupon, the court not now deciding upon the rights of the parties in the cause, doth refer it to William F. Watson, one of the Commissioners of the Court, to enquire and report to this court, what lands and tenements the late Neil McCoull was possessed of, or held an interest in, on the

day of August, 1817, and what lands and tenements he was possessed of, or held an interest in, on the 18th day of July, 1821, and also what part of any such lands and tenements he was in possession of at the time of his death.

And that the said Commissioner is authorized to examine upon oath the defendants, the heirs of said Neil McCoull, in reference to these enquiries.

And on the 16th day of August, 1842, the style of the said court was changed from the United States Court for the Fifth Circuit and Eastern District of Virginia, to the United States Court for the Fourth Circuit and Eastern District of Virginia, by virtue of the Act of Congress, entitled "An Act to amend the act entitled An Act supplementary to the act entitled an Act to amend the judicial system of the United States."

The following report of Commissioner Watson was filed in the said cause.

COMMISSIONER'S OFFICE,
*Richmond, 30th November*, 1848.

In the case pending in the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, entitled JESSE SNEAD, High Sheriff of the county of Henrico, and as such administrator *de bonis non* with the will annexed of Albert Seekamp, deceased, plantiff,

*against*

JULIA McCOULL, widow of Neil McCoull, CHARLES L. McCOULL, MARY P., JULIA L., and JOHN JAMES McCOULL, heirs of the said Neil McCoull; BENJAMIN SHEPPARD, administrator of said McCoull; WILLIAM SELDEN and EDMUND CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants.

I have to report, that in obedience to the annexed order of court, that I fixed a day for the examination of the parties defendant in this case, to enable me to report the facts desired in the said order; that the proper notice was given to the respective parties, a copy of which is hereto annexed, together with the return of the service of the notice on the parties; that on the day and hour appointed, the parties did not appear, to wit, the 29th day of June, 1848; that I then adjourned the case to the 6th day of July following, 11 o'clock, A. M., on which day the parties did not appear. I then adjourned the case to the 13th said month, same hour, and that on that day the parties again failed to appear; it appears therefore, proper, if it is the pleasure of the court that I shall carry out the design of its order, that some step be taken to enforce the attendance of the parties who are to testify.

Respectfully submitted,
WM. F. WATSON, *Commissioner.*

To the Honorable the judges of the Circuit Court of the United States for the fourth Circuit and Eastern District of Virginia.—Fee $6 50.

*City of Richmond, to wit:*

This 29th day of June, 1843, personally appeared before me, an alderman, and as such a justice of the peace in and for the city aforesaid, William F. Watson, who made oath that he will, to the best of his skill and judgment, faithfully discharge the duties of commissioner in the Circuit Court of the United States, in the Eastern Virginia District, in the case of Jesse Snead, High Sheriff of the county of Henrico, and as such admr. de bonis non with the will annexed of Albert Seekamp, decd. *vs.* Julia McCoull, widow of Neil McCoull, and others, and report his proceedings to said court in obedience to its order made in said case dated.

Given under my hand the date aforesaid,

JAMES EVANS, *J. P.*

In Chancery.

JESSE SNEAD, High Sheriff of the County of Henrico, and as such administrator *de bonis non*, with the will annexed of Albert Seekamp, deceased, plaintiffs,

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, MARY P., JULIA L., and JOHN JAMES MCCOULL, heirs of the said Neil McCoull; BENJAMIN SHEPPARD, adm'r of said McCoull; WILLIAM SELDEN and EDMUND CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants.

This cause came on this day to be heard on the papers formerly read, and the amended and supplemental bill of the pl'ffs, reviving the suit in the name of the pl'ff, and in the name of Charles L. McCoull as adm'r *de bonis non* of Neil McCoull, dec'd, and the order of publication as to the def't, William Selden, and was argued by counsel. Whereupon the court not now deciding upon the rights of the parties in the cause, doth refer it to William F. Watson, one of the commissioners of the court, to inquire and report to this court what lands and tenements the late Neil McCoull was possessed of, or held an interest in on the day of August, 1817, and what lands and tenements he was possessed of, or held an interest in, on the 18th day of July, 1821, and also what part of any such lands and tenements he was in possession of at the time of his death.

And that the said commissioner is authorized to examine upon oath the deft's, the heirs of said Neil McCoull, in reference to these inquiries.

*A copy.*

Teste. HENRY GIBSON,
*Clerk.*

COMMISSIONER'S OFFICE,
*Richmond, 18th April,* 1843.

The parties concerned are hereby notified to attend at my office in the city of Richmond (which on this occasion will be the office of Joseph Mayo, Esq.), on Thursday, the 29th day of June next, by 11 o'clock A. M., with the evidence necessary to enable me to perform the duties required by the foregoing decree, and all defendants referred to in said decree are hereby notified to attend on the same day and at the same time to be examined in solemn form.

WILLIAM F. WATSON,
*Commissioner.*

As attorneys for the defendant, William Selden, we acknowledge service of the above notice this 24th May, 1843.

C. & G. N. JOHNSON.

*City of Richmond, to wit:*

This day Ro. Walker personally appeared before me a Justice of the Peace for the city aforesaid, and made oath that he did on the 30th day of May, 1843, deliver a true copy of the within order and notice to Charles L. McCoull, Mary P., Julia L., and John James McCoull, Benjamin Sheppard, adm'r, and Edmund Christian, Marshal of the United States for the Eastern District of Virginia.

Given under my hand, this 19th of June, 1843.

W. D. BLAIR.

And at a court of the United States for the Fourth Circuit and Eastern District of Virginia, held at the United States Court-room in the city of Richmond, on the 19th day of December, 1843—

JESSE SNEAD, late High Sheriff of Henrico county, and as such administrator *de bonis non* of Albert Sekamp, deceased, comp't.,

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, administrator *de bonis non* of Neil McCoull, and the said CHARLES L., MARY P., JULIA L., and JOHN JAMES MCCOULL, heirs of the Neil McCoull, WILLIAM SELDEN, and EDMUND CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants.

In Chancery.

The defendant, Julia McCoull, widow of Neil McCoull, having departed this life, this suit abates as to her, and the plaintiff this day, by leave of the Court, filed his amended bill, making Catharine Dandridge, adm'ix of Bartholomew Dandridge, John Williams and Siana his wife, Jesse Snead, late High Sheriff of Henrico county, and as such adm'r *de bonis non* of John Langhorne Dandridge, Herbert A. Claiborne, jr., adm'r *de bonis non* of Robert F. Dandridge,

Charles C. Richardson and Julianna his wife, John B. Richardson and Lavinia W. his wife, David Dorrington in his own right and as adm'r *de bonis non* of William Dandridge, parties defendants in this cause, said defendants this day appeared and filed their answer, to which the plaintiff replied generally; whereupon, by consent of the plaintiffs and of said defendants, this cause was set for hearing as to the said defendants—and then this cause came on this day to be heard, upon the paper, formerly read, the report of Commissioner Watson made in pursuance of a decreetal order made on the 8th day of December, 1842, the amended bill of the pl'ff, and the answer of the defendants aforesaid, and the replication thereto, and the exhibits, and was argued by counsel. On consideration whereof the court doth refer the case back to Commissioner Watson to take the accounts directed by the decree of the 8th day of December, 1842, and the said Commissioner is directed to cause the defendants, the heirs of Neil McCoull, to come before him to be examined in solemn form in relation to the subject of said accounts, if the plaintiff shall require it.

The amended bill and answers thereto, referred to in the foregoing order, are in the words and figures following, to wit:—

The answer of Catharine Dandridge, administratrix of Bartholomew Dandridge, John Williams and Siana his wife, Jesse Snead, High Sheriff of the County of Henrico, and as such administrator *de bonis non* of John Langhorne Dandridge, Herbert A. Claiborne, Jr., administrator *de bonis non* of Robert F. Dandridge, Charles C. Richardson and Julianna his wife, John B. Richardson and Lavinia W. his wife, David Dorrington in his own right, and as administrator *de bonis non* of William Dandridge, to a bill of complaint exhibited against them and others, in the Circuit Court of the United States for the Fifth Circuit and Eastern District of Virginia, by Frederick A. E. Amelong and Sophia his wife, administratrix of Albert Seekamp.

These respondents, saving and reserving to themselves all exceptions to the bill of complaint, for answer thereto say—They admit that the plaintiffs did recover against Neil McCoull a judgment in this court for the sum of five thousand six hundred and eighty-eight dollars, and costs of suit, that said judgment was affirmed with damages in the Supreme Court of the United States, and that in pursuance of the mandate of that court the judgment was entered in this court on the 29th day of July, 1817. They also admit, that said McCoull was taken into custody of the Marshal, on a *ca. sa.* issued on that judgment in the year 1817.

They do not, however, admit that he remained in custody until the 18th day of July, 1821. They have been informed that a bond for the prison bounds was taken from said McCoull, with John Lesslie as his security—that at the expiration of a year from the date of said bond, when by law the said McCoull was to have been remanded to close jail, he was by the neglect of the plaintiffs, permitted to go

at large within and without the said bounds, until the year 1820, when he was committed to close jail, but not until after suit was instituted against him by Hay and Taylor, on the debt hereinafter to be mentioned, the benefit of which is claimed by these respondents. They admit that on the 18th day of July, 1821, the said McCoull did take the oath of an insolvent debtor, on the claim of the plaintiffs.

These respondents further show, that the said Neil McCoull, on the day of in the year 1815, with John McCoull his surety, executed his bond to Wm. Marshall, Wm. Hay, Jr., and Thomas Taylor, in the penalty of seventy-one thousand and twenty-one dollars and fifty cents, conditioned for the payment of thirty-five thousand five hundred and ten dollars and seventy cents, payable at the periods, and in the manner in said bond designated—to a copy of this bond marked A., which will hereafter be exhibited, these respondents refer and pray that it may be taken and read as part of this answer. That the said Taylor and Hay, surviving obligors of the said Marshall, Taylor and Hay, instituted their suit on this bond, against the said Neil McCoull, in the Superior Court of law for Henrico County, in the State of Virginia, and on the 13th day of April, 1821, they recovered a judgment against said Neil McCoull for $71,021 40, and their costs to be discharged by the payment of three thousand nine hundred and forty-four dollars and sixty-three and one-third cents, with interest thereon, at the rate of six per centum per annum, from the 1st day of September, 1816, and nineteen thousand seven hundred and twenty-eight dollars nineteen and two-third cents, with like interest thereon, from the first day of September, 1820, and costs, and such sum as might thereafter be found due upon a *scire facias.*

On the 28th day of April, 1821, on a rule against said McCoull, said judgment was corrected, and entry was made that it be corrected in this—that said judgment be discharged by the payment of twenty-three thousand six hundred and seventy-three dollars and eighty cents, with interest at the rate of six per cent. per annum, from the first day of September, 1815, till paid, and by the further payment of interest at the rate of six per centum per annum on eleven thousand eight hundred and thirty-six dollars and ninety cents, from the first day of September, 1815, till the first day of September, 1820, which interest amounts to three thousand five hundred and fifty-one dollars and seven cents, and such other sums as may be found due on a writ or writs of scire facias being sued out on said judgment. On this judgment various credits were to be given, in all making an account of principal $3,452, on account of interest $3,936 $\frac{21}{100}$, making a total sum of $7388 $\frac{21}{100}$. On this judgment a ca. sa. issued the 28th day of April, 1821, which was levied on the body of said Neil McCoull the 28th day of April, 1821. The said McCoull was committed to jail, and remained in custody until 21st day of July, 1821, when he availed himself of

the benefit of the act for the relief of insolvent debtors, and was released from custody, for which said judgment credits, executions, and release, these respondents refer to an Exhibit No. 3, filed with the answer of their co-defendant Selden, which they pray may be taken and read as part of this their answer.

These respondents further answering, say, that the said Taylor and Hay, surviving obligors as aforesaid, instituted a suit against John McCoull, who was security for said debt, in the Court of Spottsylvania County, Virginia. This suit they are informed was prosecuted to a judgment, but said McCoull being insolvent, nothing was made out of him—copies of this judgment when procured they will exhibit, and when exhibited, they pray may be taken as part of this answer. They further say that Dr. James Carter, of Goochland county, also by another bond, became security for this debt. A copy of his bond herewith exhibited, marked C, they pray to be taken and read as part of this answer. On this last bond suit was instituted in the County of Goochland against Thomas R. Bolling, executor of said James Carter. In this suit the defendant pleaded *non est factum*, and on the trial the plea was sustained, whereby the said Carter's estate was relieved from the said debt.

These respondents further say, that on the 10th day of January, 1821, the said Neil McCoull executed to David Briggs, Wm. L. Carter, John McCoull, Charles F. Logan, Wm. W. Hening, and Joseph Jackson, a deed by which he conveyed in trust all the property to him the said McCoull belonging, whether real, personal, or mixed, but more particularly anything in reversion of the property theretofore conveyed, and any shares that may be left of the South End Building Company, after relieving the encumbrances on it, first, to indemnify James Carter of Goochland, John McCoull, Richard K. Clough and Richard Young, as his securities in several large debts, then to pay debts for which he had not been sued.

These respondents say that the said James Carter and John McCoull, in this trust deed named, are the same James Carter and John McCoull who were sureties for Neil McCoull to the said Hay and Taylor, and that the debt against which they were indemnified is the debt above mentioned. They submit that this trust thus given for the indemnity of the sureties enures to the benefit of the creditors; that the insolvency of their surety, John McCoull, having been ascertained, and the said Carter having been released under the plea of "*non est factum*," that the said Hay and Taylor acquired the right to enforce the deed and to sell the property in it conveyed for the debt due them.

These respondents further show, that the said debt contracted by the said Neill McCoull, and for which the said Carter and John McCoull became sureties, was contracted for the purchase of a tract of land called Windsor, sold by the decree of the Superior Court of Chancery for the Richmond District, in a suit therein depending under the name and style of Dandridge *vs.* Dorrington—that the

said Marshall, Hay and Taylor, the obligees in the bonds, were the commissioners appointed by the decree to sell said estate, and that the bonds taken from said Neil McCoull with the said John McCoull and James Carter as sureties, were take for the benefit of these respondents, as distributees of Wm. Dandridge. That the said Hay and Taylor, having died, and no effectual steps being taken to enforce the liens on this property, by an order of said court, in said suit made on the 13th November, 1834, these respondents were authorized to take all measures to prosecute this claim, as fully as if the judgment stood in their own names. A copy of the order exhibited with the answer of their co-defendant Selden is referred to, and prayed to be taken as a part of this answer.

By force of this order, and of their equitable right to this debt, these respondents conceive they are fully invested with all the rights of the said Hay and Taylor, and fully entitled to all the liens and claims, the property of the said McCoull, with which they were invested. They respectfully submit to this court, that their lien on the property, sought by the plaintiff's bill to be subjugated, is preferable to the lien of the plaintiffs; that the plaintiff, by taking his ca. sa. released the lien of his judgment on the lands, and can claim only by force of the surrender of property, made by the said Neil McCoull when he took the insolvent oath, that the ca. sa. of Hay and Taylor levied on the 20th day of April, 1821, by force of the act of the General Assembly of Virginia, constituted a lien on said lands from the time of levy, which gave their claim a priority over the claim of the plaintiff, that moreover the said Hay and Taylor, and in their stead, these respondents have a right to be substituted for James Carter and John McCoull, for whose benefit the deed of the 10th of January, 1821, was executed, and to enforce the lien of that deed on the property therein conveyed.

These respondents do not certainly know for what the said Richard K. Clough, and Richard Young, the other persons indemnified in the deed of 1821, were bound, but presume that it was some contingent liability which never accrued.

They further say, that in addition to the property sought to be charged in the plaintiff's bill, there was a great variety of valuable real estate, belonging to the said McCoull at the time he took the insolvent oath. A schedule hereto annexed, marked X., is a schedule of property, which is believed by these respondents to belong to said McCoull; much of it is incumbered with various extinguished and some void and fraudulent liens.

They submit that there is, however, much of it that can be reached by this court, and subjected to the debts of *bonâ fide* claimants. These respondents were about to institute their suit in one of the courts of the State of Virginia, to investigate this subject, to remove and avoid incumbrances, to enforce their lien, and subject to sale the property of the said Neil McCoull, and distribute it among the creditors to whom it was rightfully coming when they were informed

that the plaintiffs had instituted their suit in this court. To avoid conflict of jurisdiction in this court, and the State court, they delayed their suit there, and now pray to become defendants here: they also pray, that the real condition of the property may be enquired into, and the conflicting rights of the plaintiffs and these respondents may be settled; the property subjected to their debts, and full and ample justice done them; that all proper accounts may be directed, and that they may have full and ample relief.

And they will ever pray, &c.,

GRISWOLD & CLAIBORNE, *P. D.*

Know all men by these presents, that we, Neil McCoull, of Henrico, and James Carter, of the County of Goochland, and State of Virginia, are held and firmly bound unto William Marshall, William Hay, Jr., and Thomas Taylor, also of the City of Richmond and State aforesaid, in the sum of seventy-one thousand and twenty-one dollars and forty cents, current money of Virginia—to the payment of which sum well and truly to be made to the said William Marshall, William Hay, Jr., and Thomas Taylor, or any of them, their executors, administrators, or assigns, we bind ourselves, our heirs, executors and administrators firmly by these presents, sealed with our seals, and dated this 15th day of December, in the year of our Lord 1815.

The condition of the above obligation is such that, whereas the above-bound Neil McCoull is indebted to the said William Marshall, Wm. Hay, Jr., and Thomas Taylor, in the sum of thirty-five thousand five hundred and ten dollars and seventy cents, money as aforesaid, payable at the periods following, viz., one-third thereof on the death of Mrs. Susan Dorrington, wife of David Dorrington, Esq., provided she lives longer than five years from the first of September last, and if she should die before that time, then payable at the expiration of five years from the first of the said September, five-sixths of the remaining two-thirds at the expiration of five years from the said first of September, and the remaining one-sixth at the expiration of one year from the said first of September, with interest at the rate of six per centum per annum, on every of the said sums payable yearly, and every year for and during the respective periods aforesaid, for which a credit is given for the principal by two even and equal payments, half-yearly in the year, on the first day of September and the first day of April in every of the said years, the first payment whereof was due and made on the first of September last. If, therefore, the said Neil McCoull and James Carter, or either of them, their, or either of their heirs, executors, or administrators, *will* and truly pay unto the said William Marshall, William Hay, Jr., and Thomas Taylor, or any of them, their executors, administrators, or assigns, the said principal sum of thirty-five thousand five hundred and ten dollars and seventy cents, by instalments at the periods aforesaid, as also the interest thereon in the manner

and at the periods aforesaid, then this obligation to be void, otherwise to remain in full force.

NEIL McCOULL. [SEAL.]

Signed, sealed, and delivered, in presence of
JAMES CARTER. [SEAL.]

The erasure in the third line from the bottom of the first page and in the last line of the second page having been made before execution.

JEREMIAH WOODWARD,
JOHN SMITH.

"Endorsed." This bond is the one referred to and secured by a deed of trust on the land at Windsor for which this bond was given.

A copy of a bond filed in a suit in Goochland Superior Court, William Hay, Jr., and Thomas Taylor, surviving obligees, &c. *vs.* Thomas R. Bolling, executor of James Carter, deceased.

Teste. W. MILLER, *C. G. S. C.*

A list of Neil McCoull's property taken from conveyances in trust:—

*Real Estate.—1st Deed.*

3 lots or tenements in Richmond:—
1 of them on E street.
1 other on 17 street.
1 other on Locust street.
} Bound to Charles Purcell.

100 acres of Marion Hill, Henrico.

100 acres in Henrico, purchased of the heirs of Stephen Southall, on the waters of West-Ham.

250 acres in Goochland conveyed to N. McCoull by Thomas Miller, deceased, being part of what S. Paine conveyed to Miller.

A lot on Gillies Creek in Henrico, described as No. in the plan of the property of Wiltshire Lewis, being the first of the lots to the east of the river road conveyed by Bartlett Still, deceased.

All that part of the lot purchased of Robert Crouch that lies westward of the ground sold to Marion Hill Co. No. 3, which, though it has been sold under a deed of trust, McCoull thinks can be redeemed. All lands on Marion Hill exclusive of building lots.

A tract in Powhatan bought of Thomas Woolbridge.

A tract in Goochland bought of James Turner, but claimed by and in possession of Nathaniel Smith, about 100 acres.

500 shares in the Richmond South End Building Company.

*2d Deed.*

All the ground remaining to N. McCoull of the lands near

Rockett's old warehouse, formerly belonging to the estate of John Banks, deceased.

All the lots on Pearl street, and between that and Gillies Creek, supposed to be 7 in number.

All the lots on Gillies Creek supposed to be considerably above 100 in number, of 2000 square feet each.

A tract of land on Deep Run, in Henrico, containing 191 acres, conveyed by Mary Goode. A lot of 8 acres, conveyed by John Burton. An undivided two-thirds of lands held in partnership with Wm. Mann, and purchased of Joseph H. Mayo. All the lands conveyed by Erasmus Stribling or David Doyle, supposed to be in most of the counties west of the Blue-ridge.

*1st Deed.*

Belle Meade tract, containing 1170 acres on James River in Powhatan County, sold, and proceeds paid or secured to be paid to McCoull.

Personal, 1st deed.—Negro man Joshua, his wife Lilly, and their children. Carriage and horses and household furniture.

Memo. to 1st deed—proceeds of 645½ acres sold to Wm. Long in Nov. 1819, on Three Notched Road in Henrico.—Bonds, notes and debits.

Not mentioned in the Trust Deeds—4 or 500 acres in Goochland, with a house bought of John Taylor, McCoull *vs.* Barbour, in Henrico Chancery Court. A Tract on 4 Mile Creek in Henrico—22 acres above Windsor in Henrico.

And on the 4th day of April, 1845, Commissioner William F. Watson filed the following report:

COMMISSIONER'S OFFICE,
*Richmond*, 3*d April*, 1845.

In the case pending in the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, entitled JESSE SNEAD, late High Sheriff of Henrico County, and as such administrator *de bonis non* of ALBERT SEEKAMP, deceased, compl't,

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, administrator *de bonis non* of Neil McCoull, and the said CHARLES L. MCCOULL, MARY P., JULIA L. and JOHN JAMES MCCOULL, heirs of NEIL MCCOULL; WILLIAM SELDEN and EDMUND CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants.

I have to report, that in accordance with the annexed order of court, that I fixed a day for the examination of the parties defendant in this case, to enable me to report the facts desired in the said

order—a copy of the notice and its mode of service is herewith attached: of the parties notified but one appeared, who appeared agreeably to the notice on the 22d day of April, 1844, and from time to time, till his deposition was closed.

The questions propounded to him by the counsel, all have reference to the property held by Neil McCoull, or by his tenants at the time of his death. I call attention particularly to answers Nos. 2, 4, 6, 10 and 18, as giving the most definite information: the answer No. 4 has been represented to me to have reference to the same land mentioned in a decree of the Superior Court of Chancery for the Richmond Circuit, pronounced on the 21st day of February, 1845, in the suit of N. B. Vanzandt and wife *vs.* McCoull and others, in which 57¾ acres of land is assigned to Ann McCoull, Charles L. McCoull and others; a copy of said decree is herewith attached; answers Nos. 3, 15, 17 and 19, give information, but not definite.

Respectfully reported,
WM. F. WATSON, *Commissioner.*

Fee $14 92.

In the United States Court for the Fourth Circuit and Eastern District of Virginia, December 19th, 1843.

JESSE SNEAD, late High Sheriff of Henrico County, and as such, administrator *de bonis non* of ALBERT SEEKAMP, deceased, complainant,

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, administrator *de bonis non* of Neil McCoull, and the said CHARLES L. MCCOULL, MARY P., JULIA L. and JOHN JAMES MCCOULL, heirs of NEIL MCCOULL; WILLIAM SELDEN and EDWARD CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, successor of John Pegram, defendants.

The defendant, Julia McCoull, widow of Neil McCoull, having departed this life, this suit abates as to her, and the plaintiff having this day, by leave of the court, filed his amended bill, making Catharine Dandridge administratrix of Bartholomew Dandridge, John Williams and Siana his wife, Jesse Snead, late High Sheriff of Henrico County, and as such administrator *de bonis non* of John Langhorn Dandridge, Herbert A. Claiborne, Jr., administrator *de bonis non* of Robert C. Dandridge, Charles C. Richardson and Julianna his wife, John B. Richardson and Lavinia his wife, David Dorrington in his own right, and as administrator *de bonis non* of William Dandridge, parties defendants in this cause; said defendants appeared this day and filed their answers, to which the plaintiff replied generally; whereupon, by consent of the plaintiff, and of the said defendants, this cause came on this day to be heard upon the papers formerly read; the report of commissioner Watson, made in pursuance of a decretal order made on the 8th of December, 1842, the

amended bill of the plaintiffs, and the answer of the defendants aforesaid, and the replication thereto and the exhibits, and was argued by counsel. On consideration whereof, the court doth refer the case back to commissioner Watson, to take the accounts directed by the decree of the 8th day of December, 1842, and the said commissioner is directed to cause the defendants, the heirs of Neil McCoull, to come before him to be examined in solemn form, in relation to the subject of said accounts, if the plaintiff shall require it.

*A copy.*

Teste. J. MAYO, *Clerk.*

COMMISSIONER'S OFFICE,
*Richmond*, 12*th March*, 1844.

The parties concerned (in the annexed order of court), are hereby notified to attend at my office on 11th street (the left above the Exchange Bank), in the city of Richmond, on Monday the 22d day of April next, at the hour of half-past 12 o'clock P. M., with the evidence necessary to enable me to perform the duties required by the annexed decree, and the defendants referred to in said decree, and hereby notified to attend on the same day and at the same time, to be examined in solemn form.

WM. F. WATSON,
*Commissioner.*

*City of Richmond, to wit:*

This day George W. Dixon personally appeared before me, an Alderman for the city of Richmond, and as such, a Justice of the Peace for said city, and made oath that on the 22d day of March, 1844, he delivered a true copy of the above notice to Charles L. McCoull, adm'r *de bonis non* of Neil McCoull, and the said Charles L. McCoull, Mary P., Julia L. and John James McCoull, and Edmund Christian, Marshal of the United States for the Eastern District of Virginia, successor to John Pegram.

Given under my hand, this 23d day of March, 1844.

F. WICKER, *J. P.*

Deposition of Charles L. McCoull, taken in pursuance with the annexed notice to be read in evidence in a suit now depending in the United States Court for the Fourth Circuit and Eastern District of Virginia, in which

Jesse Snead, High Sheriff of the county of Henrico, and as such administrator *de bonis non* with the will annexed of Albert Seekamp, dec'd, plaintiffs,

*vs.*

JULIA McCOULL, widow of Neil McCoull, CHARLES L. McCOULL, MARY P., JULIA L., and JOHN JAMES McCOULL, heirs of the said Neil McCoull, and others, are defendants.

On the 22d day of April, 1844, met and adjourned to the Saturday following, the 27th day of April, 1844—met on said day and adjourned to the Monday morning following: 29th April, 1844—met on said morning, when Charles L. Coull was duly sworn, and the following questions were prepared for his answers: an adjournment was then had to the Wednesday morning following, the 1st of May, at 9 o'clock, when said McCoull would be ready with his answers to the interrogatories.

The plaintiff, by his counsel, submits the following interrogatories to the defendant, Charles L. McCoull, which he prays the said Charles L. McCoull may be required to answer in solemn form.

1*st Question.*—Did not Neil McCoull, at the time of his death, hold in possession or by his tenants a lot on 17th street in the City of Richmond, and if so, has this lot been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

2*d Question.*—Did not said Neil McCoull at the time of his death hold in possession or by his tenants a lot on Locust street in said city, and if so, has that lot been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 3*d.*—Did not said Neil McCoull at the time of his death hold in possession or by his tenants one hundred acres of land, in what was termed "Marion Hill," in the County of Henrico, and if so, has that land or any portion of it been sold since his death, and to whom, and how, and when, or is it now, or any portion of it in the possession of the heirs of said Neil McCoull, or any of them, or in whose possession is it?

*Question* 4*th.*—Did not said Neil McCoull at the time of his death hold in possession or by his tenants one hundred acres of land in the County of Henrico, purchased of the heirs of Stephen Southall, on the waters of Westham, and if so, has that land been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull. or any of them, or in whose possession is it?

*Question* 5*th.*—Did not said Neil McCoull at the time of his death hold in possession or by his tenants, two hundred and fifty acres of land in the County of Goochland, conveyed to him by Thomas Miller, dec'd, being part of what S. Paine conveyed to Miller, and if so, has that land been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 6*th.*—Did not said Neil McCoull at the time of his death hold possession, or by his tenants, a lot of land on Gillies Creek, in the County of Henrico, described as No. in the plan of the property of Wiltshire Lewis, being the first of the lots to the east of the river road, conveyed to Bartlett Still, dec'd, and if so, has that land been sold since his death, and to whom, and how, and

when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question 7th.*—Did not said Neil McCoull at the time of his death hold in possession, or by his tenants, all that part of a lot of ground purchased by Robert Crouch, that lies westward of the ground sold to the Marion Hill Company, No. 3, which though it has been sold under a deed of trust, the said McCoull thought could be redeemed, and if so, has that lot been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question 8th.*—Did not said Neil McCoull at the time of his death hold in possession, or by his tenants, a tract of land in the County of Powhatan, bought of Thomas Wooldridge, and if so, has that land been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question 9th.*—Did not said Neil McCoull at the time of his death hold in possession, or by his tenants, a tract of land in Goochland county, bought of James Turner, but claimed by and in possession of Nathaniel Smith (about one hundred acres), and if so, has that land been sold since his death, and to whom, and how, and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question 10th.*—Did not said Neil McCoull, at the time of his death, hold in possession, or by his tenants, all the ground remaining to him of the land near Rockett's old warehouse, formerly belonging to the estate of John Banks, deceased, and if so, has that ground or any portion of it been sold since his death, and to whom, and how and when, or is it now in the possession of the heirs of said McCoull, or any portion of it, or in whose possession is it?

*Question 11th.*—Did not Neil McCoull, at the time of his death, hold in possession, or by his tenants, all the lots of ground on Pearl street, and between said street and Gillies Creek, supposed to be seven in number, or any part of said lots, and if so, have these lots or any of them, or any portion of them, been sold since his death, and to whom, and how and when, or are they or any of them, or any portion of them, now in the possession of the heirs of said McCoull, or in whose possession are they, or any of them, or any portion of them?

*Question 12th.*—Did not Neil McCoull, at the time of his death, hold in possession, or by his tenants, all the lots on Gillies Creek, supposed to be considerably above one hundred in number, of two thousand square feet each, and if so, have those lots or any of them, or any portion of them been sold since his death, and to whom, and how and when, or are they or any of them, or any portion of them, now in the possession of the heirs of said McCoull, or in whose possession are they, or any of them, or any portion of them?

*Question 13th.*—Did not Neil McCoull, at the time of his death,

hold in possession, or by his tenants, a tract of land on Deep Run, in the county of Henrico, containing one hundred and ninety-one acres, or thereabouts, conveyed by Mary Goode, and if so, has that land been sold since his death, and to whom, and how and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 14*th.*—Did not Neil McCoull, at the time of his death, hold in possession, or by his tenants, a lot of eight acres of land, conveyed by John Burton, and if so, has that land been sold since his death, and to whom, and how and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 15*th.*—Did not Neil McCoull, at the time of his death, hold in possession, or by his tenants, an undivided $\frac{3}{8}$ds of land held in partnership with William Mann, and purchased of Joseph H. Mayo, and if so, has that land been sold since his death, and to whom, and how and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 16*th.*—Did not said Neil McCoull, at the time of his death, hold in possession, or by his tenants, four or five hundred acres of land in the county of Goochland, with a house on said land, all bought of John Taylor, and if so, has that land or any portion of it been sold since his death, and to whom, and how and when, or is it now or any portion of it, in the possession of the heirs of said McCoull, or any of them, or in whose possession is it, or any portion of it in the possession of the heirs of said McCoull, or any of them, or in whose possession is it, or any portion of it?

*Question* 17*th.*—Did not said Neil McCoull, at the time of his death, hold in possession, or by his tenants, a tract of land on Four Mile Creek, in the County of Henrico, and if so, has that land, or any portion of it been sold since his death, and to whom, and how and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 18*th.*—Did not said Neil McCoull, at the time of his death, hold in possession, or by his tenants, twenty-two acres of land above Windsor, in the County of Henrico, and if so, has that land, or any portion of it been sold since his death, and to whom, and how and when, or is it now in the possession of the heirs of said McCoull, or any of them, or in whose possession is it?

*Question* 19*th.*—You will please to state any other lands held by the said Neil McCoull at the time of his death, and if said lands, or any part of them have been sold since the death of said McCoull, and to whom, and how and when, or in whose possession are any of the said lands?

Wednesday morning, 1st May, 1844, met pursuant to adjournment, when Charles L. McCoull presented his answers to the foregoing interrogatories, as follows:—

Answers of Charles L. McCoull to the annexed interrogatories, numbered from No. 1 to 19, both inclusive. To the first question—I know nothing of the lot on 17th street.

2d. Neil McCoull had possession of a lot on Locust Alley, in the City of Richmond, at the time of his death; this lot is claimed by Mrs. Sarah Purcell, and has been rented out by Ann, Mary and Julia McCoull, some of the heirs of Neil McCoull.

*Ans. to 3d.*—Neil McCoull had a claim to a considerable part of the tract of land called "Marion Hill," in the County of Henrico. Some of it has been sold to pay taxes, and has been purchased more than two years since, and is now held by Mrs. Susanna Throgmorton, and I am unable to give a more explicit answer than this to the foregoing question. The heirs of Neil McCoull are not, as far as I know, in possession of any *any* of the "Marion Hill" land.

*Ans. to 4th.*—I have understood Neil McCoull had a claim to the land referred to in this question, but I have no further knowledge on the subject.

*Ans. to 5th.*—I know nothing of the land referred to in this question.

*Ans. to 6th.*—I know a lot of land on the south side of Gillies Creek, in the possession of Andrew Ramsey, and another lot of land now in the possession of Joseph C. Haley, near to the one in possession of Ramsey, which are said to have belonged to Neil McCoull, and were in his possession at the time of his death.

*Ans. to 7th.*—I know nothing of the land referred to in this question.

*Ans. 8th.*—I know nothing of the land referred to in this question.

*Ans. 9th.*—There was a tract of land in Goochland, claimed by the heirs of Neil McCoull, and which they sold to Jeremiah Woodward, but cannot say if this be the same referred to in this question.

*Ans. 10th.*—I know of a small lot of land near to Rockett's warehouse, said to belong to Neil McCoull's estate—it is not in the possession of any one.

*Ans. 11th.*—I know nothing of the lots of land referred to in this question.

*Ans. 12th.*—I know nothing of the lots of land referred to in this question.

*Ans. 13th.*—I know nothing of the land referred to in this question, lying on Deep Run in the County of Henrico.

*Ans. 14th.*—I know nothing of the land referred to in this question.

*Ans. 15th.*—Neil McCoull did have title to the interest in the land referred to in this question, and it has been sold for taxes due on it, and purchased by Susanna Throgmorton more than two years since, and she now holds and claims the same as her own.

*Ans. 16th.*—I know nothing of the land referred to in this question.

*Ans.* 17*th.*—Neil McCoull did die possessed of a tract of land on Four Mile Creek, in the County of Henrico, which has been sold for the payment of taxes, and purchased by Susanna Throckmorton more than two years since, and is held and claimed by her as her own.

*Ans.* 18*th.*—There is a piece of land near Windsor, in the County of Henrico, said to contain 22 acres, and to have been the property of Neil McCoull, is claimed by James Bream, and is now in the possession of Thomas Alley, who holds the same from the heirs of Neil McCoull.

*Ans.* 19*th.*—Neil McCoull had a claim to nearly 200 acres of land, purchased by Mary Goode, and which lies about fifteen miles below Richmond. This land has been sold by Lane Timberlake, by virtue of some claim he asserts to it within the last two or three years. There is 100 acres of land in the lower end of Henrico County, held jointly by James Bream and Neil McCoull. It has been sold for taxes more than two years since, and purchased by John P. Burton, who now holds and claims it as his own. Neil McCoull had another tract of land containing about 160 acres in the lower end of Henrico County, sold more than two years since for the payment of taxes, purchased by Susanna Throgmorton, who since sold and conveyed the same to Jacob Atley, who now holds and claims the same as his property. The widow and heirs of Neil McCoull claimed under him a piece of land in the County of Henrico, constituting the greater part of the Marion Hill tract of land. This piece of land was claimed also by the Marion Hill Company, and the title is involved in much complexity. Some years since the widow and heirs of Neil McCoull sold and conveyed without warranty whatever title they might have to this land, to William Selden, Esq., who has since sold and conveyed the same to the Hon'ble Wm. H. Roane, who is now possessed of it. I know of no other real estate of which Neil McCoull died seized and possessed, or entitled to—

And further this deponent saith not.

C. L. McCOULL.

VIRGINIA.

At a Superior Court of Chancery for the Richmond Circuit, held at the capitol in the City of Richmond, on Friday, February 21st, 1845.

NICHOLAS B. VANZANDT, and MARIA, his wife, plaintiffs,
*against*
ANNE McCOULL, CHARLES L. McCOULL, MARY P. McCOULL, JULIA L. McCOULL, and JOHN JAMES McCOULL, an infant under the age of twenty-one years, defendants.

William G. Sands, heretofore assigned guardian *ad litem* to the infant defendant, to defend him in this suit, being dead, on the mo-

tion of the plaintiffs by counsel, the court doth assign Nathaniel P. Howard, guardian *ad litem* to the said infant, to defend him in the further progress of this suit. And thereupon the cause came on to be again heard upon the papers formerly read, the report of the commissioners appointed by the decretal order, entered in this cause on the thirtieth day of February, one thousand eight hundred and forty-four, and an amended or supplemental report, bearing date the eighth day of January, one thousand eight hundred and forty-five, made and returned by Edwin Hill, William Miller, and Robert C. Page, three of the said commissioners, and filed with the leave of the court, showing, among other things, the partition between the parties of the tract of land in the bill mentioned, namely, a tract of land situated in the County of Henrico, containing seventy-one acres and three-quarters of an acre, being the same tract which was assigned to the heirs of Stephen Southall, deceased, by a decree of the County Court of Henrico, pronounced in the year eighteen hundred and sixteen, in a suit then depending in the said court between the heirs of Turner Southall, deceased, plaintiffs, and the heirs of Stephen Southall, deceased, defendants—by which said partition fourteen acres of the said tract of land, adjoining the lands of Philip M. Tabb, were assigned to Maria Vanzandt, the female plaintiff, and wife of the said Nicholas B. Vanzandt, and the boundaries of which said fourteen acres are specified, in a plat of the survey made by Micajah Bates, marked B, and returned by the said commissioners with their said amended report, and by which said partition the said commissioners assigned to the defendants Anne McCoull, Charles L. McCoull, Mary P. McCoull, Julia L. McCoull, and John James McCoull, the heirs of Neil McCoull, deceased, fifty-seven acres and three-quarters of an acre, being the residue of the said tract of land in the bill mentioned, the boundaries of which said fifty-seven acres and three-quarters of an acre are also specified in the said plat of survey made by the said Bates: On consideration whereof, and of the arguments of counsel, the court doth confirm the said amended or supplemental report, to which there is no exception, and doth adjudge, order and decree, that the said partition in manner and form aforesaid made be hereby confirmed and fully established between the parties to this suit—and liberty is reserved to the infant defendant to show cause against this decree, at any time within six months after he shall have attained the age of twenty-one years.

*A copy.*

Teste. N. P. HOWARD,
*Clerk.*

(For map see original, page 110.)

*City of Richmond*, 12*th mo.* 24*th*, 1844.

Agreeably to an order of the Superior Court of Chancery for the Richmond Circuit, held at the capitol in the city of Richmond, on

Thursday, February 13th, 1844, in the case of Nicholas B. Vanzandt, and Maria his Wife *vs.* Ann McCoull and others, I attended William Miller, Robert Carter Page and Edwin Hill, three of the commissioners named in the said decree to lay out to the said Maria one-sixth part of the land in the said decree mentioned: and agreeably to their instructions I proceeded to lay out to the said Maria fourteen acres of land.

The divisions on the original plat of Southall's heirs, having no definite marks or bounds on the land, taking the said plat, made by Peter Cotrell, and dated the 22d Nov., 1816, as my guide, I went to the corner shewn me as the corner on William Miller, as there marked out by ditches, and running thence, according to said plat, S. 58. E. 52 poles, reach the corner of this land. From this corner I proceeded to lay out the fourteen acres as follows, viz.:—Beginning at Philip M. Tabb's corner, with this lot on John Hutchinson's line; thence on Tabb's line S. 29° W. 120 poles: thence still on Tabb, S. 61° E. 6½ poles: thence still on Tabb's line S. 29° W. 54 poles, to the old mountain road: thence with said road Eastwardly, $8\frac{8}{10}$ poles: thence by a new line, N. 29° E. 174 poles to a stake and pointers: thence N. 58° W. $14\frac{8}{10}$ poles to the beginning, containing fourteen acres, according to the annexed plat of survey.

The residue of the land to Ann McCoull, Charles L. McCoull, Mary P. McCoull, Julia L. McCoull and John James McCoull, will be described as follows:—Beginning at the corner of Maria Vanzandt's, fourteen acres on Hutchinson's line, thence S. 85° E. $52\frac{7}{10}$ poles: thence S. 29° W. 175 poles to the old mountain road: thence on said road Westwardly $52\frac{7}{10}$ poles, to the corner on the said road with said fourteen acre lot: thence N. 29° E. 174 poles to the beginning, as will appear by the annexed plat of survey.

MICAJAH BATES,

Fee, $10. *Sur. City of Richmond.*

The foregoing is a copy of a plat of survey, filed in the Superior Court of Chancery for the Richmond circuit, in the case of Vanzandt and wife *vs.* McCoull's, determined at January term, 1845.

Teste. N. P. HOWARD,
*Clerk.*

And at a Court of the United States for the Fourth Circuit and Eastern District of Virginia, held at the United States Court-room in the city of Richmond, on the 21st May, 1845,

JESSEE SNEAD, late Sheriff of Henrico county, and as such administrator *de bonis non* of Albert Seekamp, deceased, complainants.

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, administrator *de bonis non* of Neil Mc Coull, and the said CHARLES L. MCCOULL, MARY P., JULIA L., and JOHN JAMES MCCOULL,

heirs of Neil McCoull; WILLIAM SELDEN and EDWARD CHRISTIAN, Marshal of the United States for the Eastern District of Virginia, defendants.

In Chancery.

This cause came on this day to be again heard on the papers formerly read, and the report of commissioner Watson, filed on the 4th day of April, 1845. Upon consideration whereof, it appearing to the court, that the inquiry directed by the orders entered in this cause, on the 8th day of December, 1842, and the 19th day of December, 1843, has not been fully answered by the said report, it is adjudged, ordered and decreed, that the said report be recommitted to the said commissioner, with instructions, to ascertain and report to the court what lands and tenements the late Neil McCoull was possessed of, or held an interest in, on the 1st day of August, 1817, and what lands and tenements he was possessed of or held an interest in, on the 18th day of July, 1821, and also what part of such lands and tenements he was in possession of at the time of his death; and the said commissioner is directed to ascertain and report accurately as may be, the character, description, quantity and location of such lands and tenements, and the character and amount of the interest of the said Neil McCoull in the same, at the different periods above named, respectively, and also what lands and tenements, or interest in lands and tenements, have descended to, and are still in the possession of the heirs, or any of them, of the said Neil McCoull; and the said commissioner is authorized to examine upon oath any of the defendants, the heirs of the said Neil McCoull, in relation to the said matters.

And on the 3d day of April, 1846, the following report was filed:

COMMISSIONER'S OFFICE,
*Richmond*, 14*th March*, 1846.

In Chancery.

The order of court of the 21st May, 1845 (a copy of which is annexed), in the case of JESSE SNEAD, late High Sheriff of Henrico County, and as such administrator *de bonis non* of ALBERT SEEKAMP, deceased, complainant,

*against*

JULIA MCCOULL, widow of NEIL MCCOULL, and others, defendants,

Sets forth "This cause came on this day, to be again heard on the papers formerly read, and the report of Commissioner Watson, filed on the 4th day of April, 1845; upon consideration whereof, it appearing to the court that the enquiry directed by the orders entered in this cause on the 8th day of December, 1842, and the 19th day of December, 1843, has not been fully answered by the said report, it is adjudged, ordered and decreed, that the said report be

recommitted to the said commissioner, with instructions to ascertain and report to the court what lands and tenements the late Neil McCoull was possessed of, or held an interest in, on the first day of August, 1817, and what lands or tenements he was possessed of, or held an interest in, on the 18th day of July, 1821, and also what part of such lands and tenements he was in possession of at the time of his death, &c."

I stated in my former report (above referred to), that the questions propounded by the counsel in this case to the witness who appeared before me, had reference only to the property held by Neil McCoull, or by his tenants at the time of his death; the deposition of the said witness constituted a portion of my report, and the counsel desired that I should make a report, based upon the information then before me, which I accordingly did: in that report I designated the answers of the witness by number, which gave information upon the point in question; there being but one witness, I was under the impression that it would be better for me to call attention to those answers which were important, than to recapitulate what the witness said: some of the counsel, as I learn, thought my report should have embodied my conclusions upon the testimony in a more definite form; the counsel now desire that I should make another report, based upon the evidence contained in the former one; this I shall proceed to do, and shall endeavor to so construct it as to be satisfactory to those who require greater amplification. I deem these remarks particularly necessary, inasmuch as the court, as well in this as in its former order, seeks enquiry in reference to the property held by Neil McCoull at three distinct periods, the former report embraces, and this also, but one period; but as the counsel desire me to report in the manner here set forth, I accordingly do so.

There will be found appended to this report the deposition of Charles L. McCoull (filed in the former one), all having reference to the property held in possession by Neil McCoull, or by his tenants at the time of his death: it consists of nineteen questions and answers: these I will classify in three parts, giving the least important (in my estimation), first.

*Part* 1*st.*—To nine of these questions, No. 1, 5, 7, 8, 11, 12, 13, 14 and 16, the answers are, that he knows nothing.

*Part* 2*d.*—Are answers to five questions, No. 3, 9, 15, 17 and 19.

From No. 3, it appears that "Neil McCoull had a claim to a considerable portion of a tract of land called 'Marion Hill,' in the County of Henrico; some of it has been sold to pay taxes, and has been purchased more than two years since, and is now held by Mrs. Susanna Throgmorton: the heirs of Neil McCoull are not, as far as I know, in possession of any of the 'Marion Hill land.'"

No. 9 says "there was a tract of land in Goochland County claimed by the heirs of Neil McCoull, and which they sold to Jeremiah Woodward, but he cannot say if this be the same referred to in the question."

No. 15 (in reference to an undivided ⅓ds of lands held in partnership with William Mann, and purchased of Joseph H. Mayo,") sais "Neil McCoull did have title to the interest in the land referred to in question, and it has been sold for the taxes due on it, and purchased by Susanna Throgmorton, more than two years since, and she now holds and claims the same as her own."

No. 17 sais "Neil McCoull did die possessed of a tract of land in Four Mile Creek in the county of Henrico, which has been sold for the payment of taxes, and purchased by Susanna Throgmorton, more than two years since, and is now held and claimed by her as her own."

No. 19 sais that "Neil McCoull had a claim to 200 acres of land purchased of Mary Goode, and which lies about 15 miles below Richmond; this land has been sold by Lane Timberlake, by virtue of some claim he asserts to it."

"There is 100 acres of land in the lower end of Henrico county, held jointly by James Bream and Neil McCoull: it has been sold for taxes more than two years since, and purchased by John P. Burton, who now holds and claims it as his own."

"Neil McCoull had another tract of land containing about 160 acres, in the lower end of Henrico county, sold more than two years since, for the payment of taxes, purchased by Susanna Throgmorton, who since sold and conveyed the same to Jacob Atley, who now holds and claims the same as his property."

"The widow and heirs of Neil McCoull claim under him a piece of land in the county of Henrico, constituting the greater part of the Marion Hill tract of land; this piece of land was claimed also by the Marion Hill Company, and the title is involved in much complexity. Some years since, the widow and heirs of Neil McCoull sold and conveyed without warranty whatever title she might have to the land to William Selden, who has since sold and conveyed the same to the Hon'ble William H. Roane, who is now possessed of it."

All these answers go to show that Neil McCoull, at the time of his death, held some of the lands therein mentioned, and had interest in others—they further show who held these lands when the answers were given: that a large portion of them had been sold for the taxes, and that in most cases a Mrs. Susanna Throgmorton became the purchaser.

Part 3d are answers to five questions, No. 2, 4, 6, 10, & 18.

No. 2 shews that "Neil McCoull had possession of a lot on Locust Alley, in the city of Richmond, at the time of his death: this lot is claimed by Mrs. Sarah Purcell, and has been rented out by Ann, Mary, and Julia McCoull, some of the heirs of Neil McCoull."

No. 4 shews that Neil McCoull had a claim to land in the county of Henrico, purchased of the heirs of Stephen Southall, on the waters of Westham: it is stated to me that this is the same land mentioned in a decree of the Superior Court of Chancery for the Richmond Circuit, pronounced on the 21st day of February, 1845,

in the suit of N. B. Vanzandt and Wife *vs.* McCoull and others, in which 57¼ acres of land is assigned to Ann McCoull, Charles L. McCoull, and others, (a copy of which decree is herewith attached:) it was brought to me, that I might report it as having reference to the point in question: on reference to it, will be found that the land described in it is "the same tract of land which was assigned to the heirs of Stephen Southall, deceased, by a decree of the County Court of Henrico:"—no other evidence was offered to shew that this is the same land referred to by the deponent than this decree.

No. 6 shews that there is "a lot of land on the south side of Gillies Creek, in the possession of Andrew Ramsey, and another lot of land now in the possession of Joseph C. Haley, near the one in the possession of Ramsey, which are said to have belonged to Neil McCoull, and were in his possession at the time of his death."

No. 10 shows that there is a small lot of land near to Rockett's warehouse said to belong to Neil McCoull's estate; it is not in the possession of any one.

No. 18 shews that "there is a piece of land near Windsor, in the County of Henrico, said to contain 22 acres, and to have been the property of Neil McCoull, is claimed by James Bream, and is now in the possession of Thomas Alley, who holds the same from the heirs of Neil McCoull."

Respectfully reported,

WM. F. WATSON,

Fee $8. *Commissioner U. S. Court.*

And at a Court of the United States for the Fourth Circuit and Eastern District of Virginia, held at the United States Court-room in the city of Richmond, on the 17th June, 1847,

SEEKAMP'S administrators *vs.* MCCOULL and others.

In this case, which came on to be heard at May Term, 1846, and was argued by counsel, and time taken by the court to consider thereof if a decree were entered in the case as it now stands, it would be one dismissing the bill; but the court will not at this time enter such decree, in order that the complainants may have an opportunity of applying for leave to amend their bill, or to file a supplemental, or such other bill as the nature of the case may require, if they should desire to do so; and thereupon it is ordered that this cause be continued until the next term.

And at Rules held on the 5th day of June, 1848, the following order was entered:—

SEEKAMP'S adm'or. *vs.* MCCOULL and others. } In Equity—on a petition to file an amended bill.

On the petition of the complainant in this suit, praying for leave to file an amended bill, notice of such application having been given to the parties, or their counsel, it is ordered, without now deciding

the question whether the complainant may have leave to amend his bill or not, and without deciding upon any of the exceptions taken by the counsel for the defendants, that the complainants may apply at the next term of the Circuit Court for leave to amend or file a supplemental bill, or such other bill as the nature of the case may require, without any prejudice from the refusal to decide at this time upon his right to file such bill.

JAMES D. HALYBURTON,
*Judge U. S. for E. D. of Virginia.*

And at a Court of the United States for the Fourth Circuit and Eastern District of Virginia, held at the United States Court-room, in the City of Richmond, on the 13th day of December, 1848.

SEEKAMP'S administrator, plaintiff,
*against*
McCOULL and others, defendants.
} In Chancery.

An order having been made in this cause in vacation, on the 9th day of June, 1848, by one of the judges of this court, whereby liberty was reserved to the complainant to apply to the court at the present term for leave to file an amended and supplemental bill, without any prejudice from the refusal of the said judge to decide at that time, upon the complainant's right to file such bill; the said complainant, by his counsel, this day moved the court to file an amended and supplemental bill; on consideration whereof, and for reasons appearing to the court, it is ordered that the said motion of the complainant be continued until the next term.

The following is a copy of the petition of the plaintiffs for leave to file an amended bill, and of notices of motion to file same, served on the defendant.

To the honorable James D. Halyburton, one of the judges of the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia:—

Your petitioner, Jesse Snead, late High Sheriff of Henrico County, and as such administrator *de bonis non* of Albert Seekamp, deceased, shows to your honor, that he is the plaintiff in a suit in equity, depending in the said court, in the style of "Seekamp's administrator *against* McCoull and others; in which Charles L. McCoull, administrator *de bonis non* of Neil McCoull, deceased, and others, are defendants, to the records and proceedings in which suit your petitioner respectfully refers your honor, for full and complete information in regard to the objects of said suit, and of the action of the court thereupon.

That the said suit came on for hearing before the said court, at the May term thereof, in the year 1846, and was fully argued by the counsel of the plaintiff and of the defendants; that no decision was pronounced by the court at that term, but at May term, 1847, the court pronounced an opinion, by which it held that the judgment of

said court rendered on the third day of December, 1814, in favor of a former adm'r of the said Seekamp against the said Neil McCoull, constituted a valid and subsisting lien on all the lands of said McCoull, held by him at the date of said judgment, but that in consequence of some defect in the frame of the bill, and its omission to convene before the court all the necessary parties, no recovery could be had without an amendment of your petitioner's bill, an order was entered by the court by which liberty was given to your petitioner to apply at a future time "for leave to file an amended or supplemental bill, or such other bill as the nature of the case might require, if he should desire to do so"—see copy order of the 17th June, 1847, filed with this petition. In conformity with the opinion of the court, your petitioner by his counsel has made the most diligent efforts to ascertain what lands were held by the said McCoull, and the names of the persons now in possession of the same, in order to enable him to make the necessary parties. In this inquiry his said counsel have derived no assistance from the adm'r and heirs of McCoull, but have been compelled to seek elsewhere for information, and they have only been able within the last few weeks to discover the names of all those deemed by the said counsel material defendants to the amended bill, which your petitioner now respectfully asks the leave of your honor to permit him to file.

Your petitioner is advised by his said counsel, that according to the rules of the said court in equity, notice of an application to file an amended bill was necessary, and that there was not in their opinion sufficient time intervening between the ascertainment of the names of all the necessary parties, and the meeting of the last term of the court, to give the requisite notice, and that therefore a notice has been given upon application to be made on this the 5th day of June, 1848, the first rule day after the meeting of the said court.

That no notice of this application has been given to William Selden, one of the defendants, to the original bill in person, in consequence of his residence beyond the limits of Virginia and the jurisdiction of this court—but your petitioner is advised that according to the rules of said court in equity, a notice to his solicitor is sufficient, no personal notice to the party being especially required, (see Rules 3 & 4.) Notice to Conway Robinson, Esq., his solicitor, has been given. (See affidavit of Robert Walker.) Proof of notice of this application to all the other parties except John James McCoull, one of the heirs of Neil McCoull, is also presented herewith. The affidavit of R. Walker shows that he is beyond the jurisdiction of the court, and he has no solicitor on whom notice could be served.

The amended bill now sought to be filed, prays, (in conformity with the rule of the Court, (Rule 22), for process against Selden and John James McCoull, (now of full age,) when they shall come in jurisdiction of the Court.

By the said amended bill, Edward C. Harrison and Sarah A. C., his

wife, and the daughter and sole devisee of William H. Roane, a pendente lite purchaser from Wm. Selden, are made parties defendant.

Your petitioner can substantiate, by affidavit, the foregoing allegations, as to the cause of the delay in making this application, if required by your honor. And your petitioner will ever pray, &c.

NICHOLAS & GRATTAN,
*Counsel for the Petitioner.*

To Catharine Dandridge, administratrix of Bartholomew Dandridge, deceased, John Williams and Siana his wife, Jesse Snead, Sheriff of Henrico county, and committee, administrator of John L. Dandridge, deceased, Herbert A. Claiborne, junior, administrator *de bonis non* of Robert F. Dandridge, deceased, Juliana Richardson, Lavinia W. Richardson, and David Dorrington, in his own right, and as administrator *de bonis non* of Wm. Dandridge, deceased.

You will please to take notice, that on Monday the fifth day of June next (1848), I shall apply to the Honorable James D. Halyburton, one of the Judges of the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, at the Clerk's Office of said Court, in the city of Richmond, between the hours of nine o'clock in the forenoon and six o'clock in the afternoon of the day aforesaid, for leave to file an amended and supplemental bill in a certain suit in equity depending in the said Court, wherein I am plaintiff and you and others are defendants, when and where you are requested to attend.

Jesse Snead, late Sheriff of Henrico county, and as such, adm'r *de bonis non* of Albert Seekamp, dec'd by counsel.

*April* 12*th*, 1848.

As counsel for all the above-named parties, we acknowledge legal service of the above notice.

GRISWOLD & CLAIBORNE.

20*th April*, 1848.

To William Selden, Esq., and Conway Robinson, Esq., his solicitor in the suit in equity, mentioned in the following notice.

You will please to take notice, that on Monday the fifth day of June next (1848), I shall apply to the Honorable James D. Halyburton, one of the Judges of the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, at the Clerk's office of said Court, in the city of Richmond, between the hours of nine o'clock in the forenoon and six o'clock in the afternoon, of the day aforesaid, for leave to file an amended and supplemental bill in a certain suit in equity depending in the said Court wherein I am plaintiff, and you the said William Selden and others are defendants; when and where you are requested to attend.

Jesse Snead, late Sheriff of Henrico county, and as such administrator *de bonis non* of Albert Seekamp, deceased, by counsel.

*April* 25*th*, 1848.

*City of Richmond, to wit:*—

This day Ro. Walker personally appeared before me, a Justice of the Peace in and for the said city, and made oath that on the 4th day of May, 1848, he delivered to Conway Robinson a true copy of the within notice; and that he was unable to deliver a copy of said notice to William Selden, he being a resident of Washington city, in the District of Columbia. Sworn to, subscribed by the said Ro. Walker, this 31st day of May, 1848, before me,

SIMON CULLEN, *J. P.*

To Charles L. McCoull in his own right, and as administrator *de bonis non* of Neil McCoull, deceased, Mary P. McCoull, Julia L. McCoull and John James McCoull.

You will please to take notice, that on Monday the fifth day of June next, 1848, I shall apply to the honorable James D. Halyburton, one of the judges of the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, at the Clerk's office of said court, in the city of Richmond, between the hours of nine o'clock in the forenoon and six o'clock in the afternoon, of the day aforesaid, for leave to file an amended and supplemental bill in a certain suit in equity, depending in the said court, wherein I am plaintiff, and you and others are defendants, when and where you are requested to attend.

Jesse Snead, late Sheriff of Henrico County, and as such administrator *de bonis non* of Albert Seekamp, deceased, by counsel.

*April 25th*, 1848.

*City of Richmond, to wit:*

This day Ro. Walker personally appeared before me, a Justice of the Peace in and for the said city, and made oath that he served three copies of the within notice, as follows, to wit, the 2d day of May, 1848; on Julia L. McCoull, by delivering to her a true copy; on Mary P. McCoull, by leaving at her residence for her a true copy with her sister, Julia L. McCoull; on Charles L. McCoull, the 4th day of May, 1848, by delivering him a true copy; and that he was unable to deliver a copy of the said notice to the within named John James McCoull, he not being a resident of the State of Virginia. Sworn to and subscribed by the said Ro. Walker, this 31st day of May, 1848, before me,

SIMON CULLEN, *J. P.*

To Edmund Christian, Marshal of the Eastern District of Virginia, successor of John Pegram, deceased, former marshal of said district.

You will please to take notice, that on Monday, the fifth day of June next, 1848, I shall apply to the honorable James D. Halyburton, one of the judges of the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, at the Clerk's office of said court, in the city of Richmond, between the hours of

nine o'clock in the forenoon and six o'clock in the afternoon of the day aforesaid, for leave to file an amended and supplemental bill in a certain suit in equity, depending in the said court, wherein I am plaintiff, and you and others are defendants, when and where you are requested to attend.

Jesse Snead, late Sheriff of Henrico County, and as such administrator *de bonis non* of Albert Seekamp, deceased, by counsel.

*April* 12*th*, 1848.

I acknowledge legal service of the within notice,

EDMUND CHRISTIAN, *Marshal.*

*April* 26*th*, 1848.

The following is a copy of the objections of defendant to the filing of amended bill.

Before James D. Halyburton, one of the judges of the Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, at the Clerk's office of said court in the city of Richmond, between the hours of nine o'clock in the forenoon and six o'clock in the afternoon of Monday, the fifth day of June, 1848.

A notice in the name of Jesse Snead, late Sheriff of Henrico County, and as such administrator *de bonis non* of Albert Seekamp, deceased, by counsel, that at the said time and place, he would apply for leave to file an amended and supplemental bill, in a suit in equity, wherein he is plaintiff, and William Selden and others are defendants, having been served on Conway Robinson, as solicitor of the said Selden, the said Robinson attends accordingly, and insists that such leave should not be given, because—

1st. No proper affidavit has been made; it does not appear that the proposed amendment could not with reasonable diligence have been sooner introduced into the bill.

2d. Of this application, no notice has been given to the defendant, William Selden.

3d. Although he may not be a citizen, or inhabitant of the State of Virginia, this does not authorize the court in the present case, in which, upon the pleadings, as they stand without amendment, the bill would be dismissed to take further steps against him, without notice or service of process.

4th. The said Selden, having on the 27th day of July, 1837, conveyed the land in question to William H. Roane, by a deed of which a copy is herewith exhibited, although this may have been pending the bill, still the leave should not be granted; for the said Roane having died several years ago, and the same having upon the death of said Roane passed to his devisee, Sarah A. C. Roane, who has since intermarried with Edward C. Harrison, the said Harrison and wife cannot be affected by any proceedings heretofore had in the case (Stort *vs.* Vanse and others, 1 Rob. 169), nor can they be affected

by any proceedings hereafter had in a suit to which they are no parties.

CON. ROBINSON.

*June 5th*, 1848.

I unite in the objections above stated, and in those stated on the back of this paper.

G. N. Johnson, counsel for Wm. Selden, and for Edward C. Harrison and Sarah A. C., his wife, late Sarah A. C. Roane, heirs or devisees of the late William H. Roane, deceased.

*Richmond*, 6*th June*, 1849.

Too late to make such an amendment (Wolden, &c. *vs.* Bodley, &c., 14 Peters, 156).

Taylor *vs.* Shaw; 2 Simons and Stuart, 12; 1 Cond. Eng. Ch. Rep. 323; Bowen *vs.* Idley, 6, page 52.

Here no affidavit that amendment could not have been introduced before the hearing.

Here, too, case of a purchaser pendente lite. If the plaintiff make a slip in his proceedings, court will not assist him to relieve the mistake *vs.* such a purchaser. Subden on Vends, vol. 2, p. 323, & 25.

Sonell *vs.* Carpenter, 2 P. Wms. 482.

Stone *vs.* Vance, 1 R. 169.

For this reason, more improper here to allow bill to be amended than it would have been in Swope *vs.* Chambers, 2 Grat. 319.

This indenture, made this 27th day of July, 1837, between William Selden of the one part, and William H. Roane of the other part—Witnesseth, that the said William Selden, in consideration of the sum of twenty-six thousand dollars, whereof thirteen thousand five hundred dollars have been paid, and the residue, to wit, twelve thousand five hundred dollars, have been secured to be paid to the said Selden, by the said Roane, prior to the signing and delivery of these presents, has granted, bargained and sold, and by these presents, doth grant, bargain and sell, and convey unto the said William H. Roane, the following described real and personal estate in Henrico County, to wit:—All that piece, or parcel of land below the city of Richmond, bounded by and extending from the Richmond and Osborne Turnpike Road to the bank of James River, being—with the exception of the Tree Hill Racefield, which lies on the opposite side of the turnpike, and which has been detached from the residue of that estate—the same estate which Miles Selden, since deceased, of Prince George, acting as executor of his father, Miles Selden, deceased, of Henrico, sold and conveyed to Richard Adams, whose executors, legatees and devisees, by their deed dated the 1st day of July, 1822, sold and conveyed the same to William Selden, whose title to Tree Hill was afterwards confirmed by a decree of the Superior Court of Chancery for the Richmond

District, pronounced in the suit of William Selden and others against William D. Taylor and others, on the 5th day of March, 1827, as by reference to the record and proceedings of the said court will more fully appear.

Also, all that piece or parcel of land, being part of the Marion Hill estate, below the city of Richmond, between the Tree Hill and Powhatan estates, and running from the turnpike to James River, and supposed to contain one hundred acres more or less, being the same piece of land which John Parkhill and others conveyed to William Selden, on the 14th day of September, 1829, as will appear by their joint deed.

Also, all that part of Marion Hill estate, which, on the 24th day of September, 1824, was sold and conveyed by William Patterson, acting as Joseph H. Mayo's trustee, to Thomas Atkinson, who on the 26th June, 1829, sold and conveyed the same to William Selden, and which piece or parcel of land contains eight acres, two roods and twenty-two poles, more or less.

Also, all that piece of Marion Hill land, lying between the turnpike and James River, and which Henry L. Carter and wife sold and conveyed to William Selden, on the 16th May, 1831, supposed to contain five acres, three roods and thirty-two poles, more or less.

Also, all that piece of the Marion Hill land, lying to the south-west of the turnpike, and which Frederick Harris and wife sold and conveyed to William Selden, on the 21st September, 1830, and supposed to contain three acres, more or less. Also, all that piece of land lying south of the turnpike, and which Samuel T. Pulliam, deputy marshal for J. Guerrant, sold and conveyed to William Selden, in March, 1832, and supposed to contain five or six acres, more or less.

Also, all that piece of the Marion Hill land, lying south of the said turnpike, containing two acres, more or less, and which was on the 25th of October, 1832, sold and conveyed to William Selden, by Joseph Allen and wife. Also, all that piece of Cockermouth estate, lying on the south-west side of the turnpike, adjoining the Tree Hill estate, and extending along Mill Creek to James River, and supposed to contain fifty-six acres, more or less. Also, one other piece of the said Cockermouth estate, adjoining the last mentioned piece, including the buildings where Mrs. Lyle resides, containing eleven acres, more or less. Also, one other piece of the said Cockermouth estate, contiguous to the last mentioned two, and containing thirteen acres, more or less, which first two pieces of the Cockermouth land, to wit, 56 acres and 11 acres, were on the 1st of January, 1836, and which last piece, to wit, 13 acres, were on the 10th of April, 1837, sold and conveyed to the said William Selden, by Samuel P. Parsons as commissioner, duly authorized by the Circuit Superior Court of Law and Chancery at Richmond, to sell and convey the property, as will appear by the proceedings of that court in December, 1834. Also, one other piece of the Marion Hill land (within the boundaries of the one hundred acres which John Parkhill and others,

conveyed to the said William Selden, as before recited), supposed to contain five or six acres, more or less, sold and conveyed by John Prickett and wife, to William Selden, on 5th August, 1836. Also, one other tract or parcel of land, supposed to contain one hundred and sixty-eight acres, more or less, commonly known as a part of Duval's tract, adjoining the lands of George Keesee, John Hague, Mrs. Barlin, Whilton and Depriest, and being a portion of the estate whereof Miles Selden, deceased, of Henrico, died seized, with their appurtenances. Also, the slaves now at Tree Hill, to wit, Moody, Jackson, Jerry, Giles, Sam, Kit, Johanna, Jane, Johanna's child, Robert, Nelly and her two children, one of whom about two years, the other about five months old. Also, the horses, mules and mares, including one-half of the sorrel Sussex mare, cows, oxen, hogs, household and kitchen furniture at Tree Hill. Also, the farming utensils, corn, hay, straw and growing crops.

To have and to hold the above-described pieces or parcels of land, with all and singular the appurtenances thereunto belonging, or in anywise appertaining, and all the personal property as above described, unto the said William H. Roane and his heirs forever. And the said William Selden, for himself and his heirs, the above-mentioned pieces or parcels of land, with their appurtenances and improvements, free from the claim of the said William Selden and his heirs, and of all others, claiming by, through or under him, shall and will forever warrant and defend by these presents. In witness whereof the said William Selden hath hereunto signed his name and affixed his seal, on the day and in the year herein mentioned, as the date of this deed.

WILL. SELDEN. [SEAL.]

This Indenture was acknowledged in the office of the Clerk of Henrico County Court, on the 31st day of July, 1837, by William Selden, a party thereto, and admitted to record.

Teste. LOFTIN N. ELLETT, *C. H. C.*

*A copy.*

Teste. LOFTIN N. ELLETT, *C. H. C.*

And at a Circuit Court of the United States for the Fourth Circuit and Eastern District of Virginia, held at the United States Court-room for the city of Richmond, on the 7th June, 1849—

Jessee Snead, late high High Sheriff of Henrico county, and as such, administrator *de bonis non* of Albert Seekamp, deceased, pl'ff,

*against*

JULIA MCCOULL, widow of Neil McCoull, CHARLES L. MCCOULL, administrator *de bonis non* of Neil McCoull, and the said CHARLES L. MCCOULL, MARY P., JULIA L., and JOHN JAMES MCCOULL, heirs of Neil McCoull, WILLIAM SELDEN and EDMUND CHRISTIAN, Marshal of the Eastern District of Virginia, and others, def'ts.

In Chancery.

This day the petition of the plaintiff for leave to file an amended bill, which is referred to by an order made in this cause on the 18th day of December, 1848, and which amended bill is in the words and figures following, to wit: "To the Honorable the Judge of the Circuit Court of the United States for the Eastern District of Virginia:

Your orator, Jesse Snead, late High Sheriff of the county of Henrico, and as such administrator *de bonis non* of Albert Seekamp, deceased, by leave of the Court first had and obtained, files this, his amended bill. Your orator states that heretofore, in the year 1835, Frederick L. E. Amelong and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, filed their bill in this Honorable Court, seeking to enforce the payment of a debt which had been due from Neil McCoull, deceased, in his lifetime, for which the complainants had obtained a judgment in this court, and having issued execution thereon, the said McCoull was taken in execution and took the benefit of the Act of Congress for the relief of insolvent debtors.

To this bill the complainants made Julia McCoull, the widow of Neil McCoull, Ann, Charles L., Mary P., Julia L., and John James McCoull, children of Neil McCoull (the three last of whom were then infants), and his heirs at law, Benjamin Sheppard, administrator of said Neil McCoull, William Selden and Edmund Christian, the Marshall of this Court and the successor of John Pegram, the former marshal of the court, parties defendants. The object of this bill was to subject certain lands which had belonged to the said Neil McCoull in his lifetime, some of which had been purchased by the said Selden from the widow and some of the children of said Neil McCoull and others, of which was then in the possession of the said widow and children, to the payment of said debt due the complainants. Your orator further sheweth that process duly issued against the said defendants, and was served upon them: that William Selden filed his answer, but that the other defendants failed to appear, and the cause was generally taken for confessed as to them. Your orator refers to the said bill and answer, with the accompanying exhibits, to shew the grounds of complaint and defence therein set up.

Your orator further states, that before any decree was made in the said cause, the same abated by the death of the complainants, and the unadministered estate of the said Albert Seekamp having been committed to your orator as the High Sheriff of the county of Henrico, thereupon your orator filed his bill of revivor and amendment in May, 1842, and the estate of Neil McCoull, having been previously committed to his son Charles L. McCoull as administrator thereof, your orator made the said Charles L. McCoull a party as administrator of said Neil McCoull.

Your orator further states, that some claim being set up to a lien upon the lands of the said Neil McCoull, by the representatives of Dandridge, by virtue of a Judgment recovered by Hay & Taylor against the said Neil McCoull, your orator, in February, 1848, amended his bill and made parties Catharine Dandridge, administratrix of Bartholomew Dandridge, John Williams, Siana his wife, Jesse Snead as administrator of John Langborne Dandridge, Herbert A. Claiborne, jr., adm'or *de bonis non* of Robert F. Dandridge, Charles C. Richardson, and Julianna his wife, John B. Richardson and Lavinia W. his wife, and David Dorrington in his own right and as administrator *de bonis non* of William Dandridge. All these parties answered your orator's bill, and thereupon certain proceedings have been had in said suit, which will be seen by reference to the papers thereof. To all the papers and proceedings in said cause your orator refers.

Your orator charges that on the 30th of December, 1814, the said Frederick L. E. Amelong and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, recovered a judgment in this court against Neil McCoull, for the sum of five thousand six hundred and eighty-eight dollars and the costs of suit. From this judgment the said Neil McCoull took an appeal to the Supreme Court of the United States, where the judgment of this court was affirmed with cost and damages, at the rate of six per centum per annum, including interest; and subsequently, on the 22d of May, 1817, the judgment of the Supreme Court was entered in this court, and judgment entered for the costs of the Supreme Court, and the damages aforesaid.

A copy of the said judgments is filed in the papers, and is prayed to be taken as a part of this bill.

Your orator further states that on this judgment, an execution was issued in July, 1817, upon which, the said Neil McCoull was taken in custody, and on the 18th of July, 1821, the said Neil McCoull took the oath prescribed for insolvent debtors by the act of Congress, having executed a deed, by which he conveyed to John Pegram, then Marshall of the Eastern District of Virginia, and his successors in office, the estate of the said Neil McCoull, therein mentioned. A copy of the said execution, and the proceedings thereon and of the proceedings upon taking the oath of an insolvent debtor, and also of the said deed to Pegram, is filed in the papers of the cause, and prayed to be taken as a part of this bill. Your orator charges that the said Neil McCoull departed this life about the year 1827 or 1828, intestate, and that no part of said debt has ever been paid either by the said McCoull in his lifetime, or by any other person.

Your orator further charges that when the judgment aforesaid was recovered against the said Neil McCoull, by the representative of Seekamp in December, 1814, the said Neil McCoull was seized and possessed of a tract of land lying in the County of Henrico

called Marion Hill, which had been conveyed to him by deed bearing date the 20th day of September, 1812, by Walter Shelton, as commissioner, a copy of which deed is filed among the papers in the cause and prayed to be taken as a part of this bill. This tract contained about four hundred and thirteen acres; and on the same day said McCoull and his wife conveyed the same to John Parkhill in trust to secure the purchase-money.

This trust, your orator charges, has been fully discharged, and William Selden has procured the said Parkhill to release the same to him by a deed, which is also filed among the papers.

Your orator charges that the greater part of this land was laid off in small lots by the said McCoull and was sold and conveyed to various persons in his lifetime, and that about one hundred acres thereof, in one body, were in the possession of the said McCoull at his death. Since the death of the said McCoull, his widow and some of his children have sold their interest therein to the said William Selden, who took possession thereof, and afterwards, since the institution of this suit, sold the same to the late William H. Roane, and upon his death the said one hundred acres of land have come either by descent or devise from the said Roane to his only child Sarah A. C. Roane, who has since intermarried with Edward C. Harrison, and who is now in possession thereof, claiming title thereto; and the said William Selden, since the institution of this suit and filing his answer, has removed, and now resides out of the State of Virginia.

Your orator charges that the said land now in the possession of the said Sarah Roane is much less than a moiety of the tract conveyed by said Shelton to said Neil McCoull as aforesaid.

Your orator further states that at the time the aforesaid judgment was recovered against the said McCoull, he was seized and possessed of the lots of land set out and described in two deeds, from Bartlett Still to the said Neil McCoull: one of them bearing date the 18th July, 1812, and the other, the 21st of July, 1813, copies of which deeds are marked G. and H., and filed among the papers in this cause, and are prayed to be taken as a part of this bill. The said McCoull continued to hold the land conveyed in said deeds until his death, and the same is now in the possession of either his heirs or of Andrew Ramsey and Joseph C. Haley.

Your orator further charges that a part of the aforesaid Marion Hill tract, which was in the possession of the said Neil McCoull at his death, has since come into the possession of a certain Susannah Throgmorton, who now holds the same. Your orator charges that the said Susannah Throgmorton acquired the same since the institution of this suit, with the full knowledge, as your orator believes, of your orator's claim upon said land the pendency of said suit.

The said Neil McCoull also held at the time of his death a tract of land in the county of Goochland, containing, as your orator has been informed, about one hundred acres, which said land has been

sold by the heirs of said McCoull since his death to a certain Jeremiah Woodward, who now has the same in his possession.

The said Neil McCoull also held at the time of his death two-thirds of a tract of land in the county of Henrico, the other third having been held by a certain William Mann. This land has since been acquired by the aforesaid Susannah Throgmorton, since the institution of this suit, and she now holds the same.

The said Neil McCoull also held at the time of his death a tract of land on Four Mile Creek, in the county of Henrico, which has also been acquired by the said Susannah Throgmorton since the institution of this suit, and she now holds the same.

The said Neil McCoull also held jointly with James Bream about one hundred acres of land in the lower end of the county of Henrico at the time of his death, and this land has been acquired by John P. Burton since the institution of this suit, and is now held by his widow and heirs.

The said Neil NcCoull also held at the time of his death another tract of land, containing about one hundred and sixty acres, in the lower end of the county of Henrico. This land was acquired since the institution of this suit by said Susannah Throgmorton, and has been sold by her to a certain Jacob Atley, who now holds and claims the same as his own.

Your orator further charges, that at the time of the death of the said Neil McCoull, he was seized and possessed of a lot of ground in the city of Richmond, on Locust street, and that this lot of ground is still in the possession of the heirs of said Neil McCoull.

The said Neil McCoull held at the time of his death an interest in another tract of land in the county of Henrico, purchased of the heirs of Stephen Southall. This land has been since divided by a decree of the County Court of Henrico, and 57¼ acres thereof have been allotted to the heirs of said Neil McCoull, who are now in possession thereof.

The said Neil McCoull also held at the time of his death a lot of ground near Rockett's, which is now vacant, and has not been disposed of by the heirs of the said McCoull.

And he also held at the time of his death a small tract of twenty-two acres, near Windsor, in the county of Henrico. This land has been sold by the heirs of said McCoull to Thomas Atley, who now holds and claims the same.

The lands hereinbefore mentioned are all the lands, so far as your orator is informed, of which the said Neil McCoull died seized. These lands, your orator is inadvised, are, by the laws of Virginia, first to be applied to the satisfaction of your orator's judgment aforesaid, before the lands sold by the said Neil McCoull in his lifetime. And as these lands will probably be sufficient to discharge the said judgment, your orator is advised that it is not necessary to make the purchasers from the said Neil McCoull parties to this bill at present, though if upon the sale of the said lands they shall prove in-

sufficient to discharge the said judgment, he will then ask leave to amend his bill, and make the said purchasers parties.

Your orator charges, that a part of the said land now held and owned by the said Sarah Roane is held without any title thereto, William Selden having purchased the interest of only a part of the heirs of the said Neil McCoull therein, as will be seen by the agreement between the said Selden, and the widow and some of the children of Neil McCoull, filed among the papers.

In the lifetime of Neil McCoull, to wit, in 1816, he conveyed to Andrew Stevenson and others, among other things, the land now in the possession of said Sarah Roane, in trust for a company which was to be gotten up under the title of the "Marion Hill Company, No. 3." The nature and objects of said company will be seen from the said deed. Your orator charges, that the scheme failed, that the company was not gotten up. The money which was to be paid to McCoull was not paid, and the whole scheme was long since abandoned, and neither the trustees in said deed, nor any *cestues que trust* have claimed, or do claim any title to said land, except perhaps a single claim, which has been hunted up and produced by William Selden, for the purpose of protecting himself. But your orators are advised, and charge that it is not competent for a single individual having paid his money, if he has paid it, for a single share amounting to scarce one-hundredth part of the amount necessary to carry out the scheme, to insist upon the execution of said trusts.

Your orator further charges, that all the purchasers of said lands, except said Selden, from the heirs of Neil McCoull, were purchasers since the commencement of this suit, and that William H. Roane purchased from said Selden since the commencement of this suit.

Your orator further states, that since the filing of his amended bill in 1843, John B. Richardson and Charles C. Richardson, who are hereby made parties, have departed this life, leaving their wives, the said Lavinia W. and Julianna, them surviving, and that their respective interests in the said judgment in favor of Taylor and Hay have survived to the said Lavinia W. and Julianna respectively.

Your orator prays, that Charles L. McCoull, as administrator *de bonis non* of Neil McCoull, and the said Charles L., Ann and Julia L. McCoull, all of whom are now of full age, children and heirs of Neil McCoull, the said Edward C. Harrison, and the said Sarah A. C. Harrison, his wife, Andrew Ramsey, Joseph C. Haley, Susanna Throgmorton, Jeremiah Woodward, Jacob Atley, Thomas Atley, Mary Burton, widow of John P. Burton, William Burton, Charlotte Burton, Mary Jane Burton and Samuel P. Burton, the last of whom is an infant, which William, Charlotte, Mary Jane and Samuel P., are children, and heirs of John P. Burton, deceased, may be made parties defendants to this bill, and compelled to answer the same; the said Samuel P. Burton, by guardian *ad litem*, on oath, as fully as if specially interrogated as to each and every allegation thereof, that especially, that each of the said defendants holding lands de-

rived by purchase from the heirs of said Neil McCoull, do say how much of said land he or she holds, and when the same was purchased from the said heirs. That Susanna Throgmorton, and the said widow and heirs of the said John P. Burton, say how much land they hold which was the land of Neil McCoull at his death, and when the same was purchased, and that the said Susanna say when she purchased the land which she sold to Jacob Atley. That the said Andrew Ramsey and Joseph C. Haley say if they do not hold in their possession the lands which were conveyed by Bartlett Still to the said Neil McCoull. And your orator prays, that process may issue against the said William Selden and John James McCoull, who have removed from Virginia, and beyond the jurisdiction of this court, to make them parties to this bill if they should come within its jurisdiction.

And your orator prays, that the lands aforesaid be sold, and the proceeds thereof applied to the satisfaction of your orator's aforesaid judgment, and for such other and further relief as may be consistent with equity and his case may require. "Nicholas and Grattan, counsel for complainant," came on to be heard upon the evidence exhibited, with said petition of the service of the notice to file the said amended bill, and upon the motion of the plaintiffs by counsel for leave to file the said amended bill as a supplemental bill, if according to the rules and practice of the court, it was not proper to file the same as an amended bill, and also upon objections made by the counsel of the defendants to the prayer of the said petition, and to the leave asked by the complainant's counsel to file the said bill, either as an amended or supplemental bill, and was argued by counsel, and upon such argument it was agreed by the counsel of the parties that the said petition might be regarded as if sworn to; and thereupon on consideration thereof, the court refused to grant the prayer of the plaintiff's said petition, and refused to allow him to file the bill aforesaid, either as an amended or supplemental bill.

SAME, plaintiff,
*against*
SAME, defendants. } In Chancery.

This cause came on to be further heard at this term, and was argued by counsel, and thereupon, upon consideration thereof, it is ordered, adjudged and decreed that the bill of the plaintiff be dismissed, and that the plaintiff, out of the assets of his intestate in his hands to be administered, pay to the defendants their costs by them in their defence expended. And thereupon the plaintiff prayed an appeal from the foregoing decree, which said appeal is allowed upon the said plaintiff entering into bond with security in the Clerk's office of this court, in the sum of five hundred dollars, conditioned as the law directs.

The following are copies of other papers filed in the cause.

*Virginia*:

At a late Superior Court of Law for the county of Spotsylvania,

at the court-house in the town of Fredericksburg, on Wednesday, the 17th day of July, 1825.

THOMAS TAYLOR AND WILLIAM HAY, JR., plaintiffs,
*against*
JOHN MCCOULL, defendant. } In debt.

This day came the parties by their attorneys, and the said defendant relinquishing his pleas by him pleaded, acknowledgeth the plaintiffs' action for the sum of seventy-one thousand and twenty-one dollars and forty cents, the penalty of the obligation on the plaintiffs' declaration mentioned, and the costs of this suit, to be discharged by the payment of twenty-three thousand six hundred and seventy-three dollars and eighty cents, being the principal sum due at the time of the commencement of the plaintiffs' action with interest thereon, to be computed from the 1st day of April, 1815, till paid, and also by the payment of the further sum of three thousand nine hundred and six dollars and seventeen cents, the sum due for interest on $11,836 90 cents, the balance of the principal sum from the 1st day of April, 1815, till paid, the 1st day of September, 1820, and such other sum or sums as may be found due upon the plaintiffs' sueing out a writ or writs of scire facias, and assigning new breaches and the costs of this suit. Therefore it is considered by the court, that the plaintiffs recover against the defendant the said sum of seventy-one thousand and twenty-one dollars and forty cents, and the costs by the plaintiffs expended in the prosecution of this suit, and the said defendant in mercy, &c. But this judgment may be discharged by the payment of the said sum of twenty-three thousand six hundred and seventy-three dollars and eighty cents, with interest thereon to be computed after the rate of six per centum per annum, from the first day of April, 1815, till paid, and also the aforesaid sum of three thousand nine hundred and six dollars and seventeen cents and the costs of this suit, and such other sums as may hereafter be found due upon the plaintiffs' suing out a writ or writs of scire facias, and assigning a new breach or breaches. This judgment is to be credited by the following sums paid on account of the principal sum, to wit:—$1950, paid on the 20th day of February, 1817, and $1500 paid on the 26th day of May, 1817; and also by the following sums paid on account of the interest due by the said payment, to wit:—$1712 paid the 5th day of August, 1816: $418 64 cents, paid on the 24th day of August, 1816; $200 paid on the 11th day of November, 1816; $90 paid on the same day, $390 paid on the 10th day of December, 1816; $430 50 cents, paid on the 17th day of July, 1817; $150 paid on the 19th day of February, 1818; $100 paid on the 24th day of February, 1818; $100 paid on the 3d day of March, 1818; $100 paid on the 24th of March, 1818; $125 paid on the 7th of October, 1818; $1 50 cents paid on the same day, $20 paid on the 28th of October, 1818; $50 paid on the 5th of December, 1818; $20 paid on the 14th of June, 1819;

$24 57 cents paid on the 22d of July, 1819; $2 paid the 28th of July, 1819, and $2 paid the 29th of August, 1819.

*A copy.*

Teste. J. J. CHEW, *C. C.*

I, John James Chew, clerk of the Circuit Superior Court of Spotsylvania county, do certify that it appears from the execution-book of the late Superior Court of law of Spotsylvania county, that an execution of fieri facias issued on the foregoing judgment on the 24th day of May, 1826, returnable to the first day of the next term; and that no return was made on said execution.

Teste. J. J. CHEW, *C. C.*

Know all men by these presents, that we, Neil McCoull and John Lesslie, are held and firmly bound unto Andrew Moore, Marshal of and for the Virginia District, in the just and full sum of thirteen thousand four hundred and eighty-five dollars and sixty-eight cents, to be paid unto the said Andrew Moore, or his successors in office, his heirs, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally and firmly by these presents. Sealed with our seals, and dated the first day of August, one thousand eight hundred and seventeen.

The condition of the above obligation is such that whereas, Frederick L. E. Amelung and Sophia his wife, late Sophia Seekamp, administratrix of Albert Seekamp, deceased, have sued out of the Court of the United States for the fifth circuit in the Virginia district, a writ of *capias ad satisfaciendum* against the body of the above bound Neil McCoull, upon a judgment obtained in the said Court, which writ, with the legal costs attending the same, amounts to the sum of six thousand seven hundred and forty-two dollars eighty-four cents, and whereas, Fras. V. Sutton, deputy for Andrew Moore, Marshal of the Virginia District, by virtue of said writ to the said Marshal directed, hath taken the body of the above bound Neil McCoull, who thereupon, at the time of levying the said writ, prayed the benefit of the prison bounds, for the Superior Court of Law for the county of Henrico, agreeable to such case in law made and provided, and having tendered the above bound John Lesslie as security for his keeping within the same, it is granted him. Now if the above bound Neil McCoull do and shall well and truly keep within the said bounds, as heretofore laid off and established, and do not depart thence until he shall be discharged by due course of law, then the above obligation to be void, or else remain in full force and virtue.

NEIL McCOULL, [SEAL.]
JOHN LESSLIE, [SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]

Signed, sealed and delivered in the presence of
FRANCIS V. SUTTON, [SEAL.]

*A copy.*

Teste. RD. JEFFRIES, *Clk.*

I have examined certificates of stock for shares Nos. fifty-seven and fifty-eight, in Marion Hill Company No. 3, conveyed by Neil McCoull to John King, Esq., on the 14 Sept., 1816; and certificates for shares Nos. sixty, sixty-one, sixty-two and sixty-three, in Marion Hill Company No. 3, conveyed by Neil McCoull to John King, Esq., on the 4th Octo., 1816; and which appear by assignment thereon to have been transferred by the said King to the said Selden, for value received. And I have examined a paper purporting to be a receipt given by Neil McCoull to John King on the 4th of October, 1816, in the following words and figures, to wit: "Rec'd of John King, four thousand dollars in goods as per invoice, and articles heretofore had for which notes have not been given in to him—and his notes of fifty dollars each, amounting to fourteen hundred dollars, which is in full for four shares in the Marion Hill Company No. 3, which shares are numbered sixty (60) sixty-one (61), sixty-two (62), and sixty-three (63), which are in addition to the two shares he held before as his receipt, 4th Oct. 1816.

NEIL McCOULL."

And I have examined one other certificate of stock for share No. sixteen, in Marion Hill Company, No. 3, conveyed by Neil McCoull to Richard Lorton, on 4th Oct. 1816, and which appears to have been regularly assigned by the said Lorton to William Selden.

And I agree that the said certificates of stock were in fact so assigned and transferred by the said McCoull to the said King and Lorton, and by them to the said Selden, as they purport to have been, and that the receipt (of which the foregoing is a copy) is genuine, and written and signed by the said McCoull; and I agree that the certificates of stock for the above shares aforesaid, the assignment of those certificates of stock and the receipt aforesaid, shall be taken as fully proven, and may have the same force in law and equity, and in the suit now pending in the Court of the United States for the Fifth Circuit and Eastern District of Virginia, and in which Amelong, &c. are plffs., and McCoull, &c. are defendants, as if the same had been regularly proven. I agree that the said Lorton paid the stipulated value for the certificate of stock, (Share No. 16,) and that the said Selden paid value to said Lorton.

Robert C. Nicholas and Joseph Mayo, attorneys at law, and in chancery for plff. in the suit aforesaid, brought by Amelong, &c., *vs.* McCoull, &c.

*Richmond, 19th May,* 1836.

I hereby release to Richard Lorton all and every claim, whether in law or equity, which I have or may have against him, to make available to me, my heirs, or assigns, the share No. sixteen in Marion Hill Company, No. 3, which share the said Lorton has assigned to me. As witness my hand and seal this 4th May, 1836.

W. SELDEN, [SEAL.]

I hereby certify that the share No. (16) sixteen, in Marion Hill Company, No. 3, was fully paid for by me, according to the terms on which I purchased that share, and that I have for valuable consideration, assigned my right, title, and interest in that share to Will. Selden, Esq.

RICHARD LORTON.

*May 5th,* 1836.

*The Commonwealth of Virginia to the Sheriff of Henrico County, Greeting:*

We command you that you take Neil McCoull, if he be found within your bailiwick, and him safely keep until he shall satisfy James Halliday—twenty-two thousand four hundred and twenty-six dollars sixty-four cents, which, to *he* late in our Superior Court of Law for Henrico County, were adjudged for his damages, which he sustained by occasion of the non-performance of certain promises and assumptions by the said McCoull to the said Halliday, made with interest thereon, to be computed after the rate of six per centum per annum, from the first day of July, 1811, till payment; also thirty-nine dollars nineteen cents, which to the said Halliday in the same court were adjudged for his costs by him about his suit, in that behalf expended. Whereof the said McCoull is convict, as appears to us of record; and how you shall execute this writ, make known at the rules to be holden in the clerk's office of our said Superior Court, on the 18th day of August next, and have then there this writ. Witness, John Robinson, clerk of our said court at Richmond, the 20th day of June, 1818, in the 42d year of our foundation.

J. ROBINSON.

Executed on Neil McCoull August 3d, 1818, and the same day took the benefit of the prison rules or bounds laid out and assigned by the Superior Court of Law Henrico.

MARTIN BURTON, *D. S. for*
GEORGE SAVAGE, *S. H. C.*

Know all men by these presents, that we, Neil McCoull and John McCoull, of the County of Spottsylvania, are held and firmly bound to George Savage, Sheriff of Henrico County, and his successors in office, on the just and full sum of sixty-five thousand two hundred

and fifty dollars, current money of Virginia, to be paid to the said George Savage, sheriff as aforesaid, his successors in office, his or their certain attorney, executors, administrators or assigns, for the true payment whereof we bind ourselves jointly and severally, firmly, and each of our joint and several heirs, executors and administrators, by these presents, sealed with our seals, and dated this 3d day of August, eighteen hundred and eighteen.

The condition of the above obligation is such, that whereas the above bound Neil McCoull hath been taken in execution by Martin Burton, Deputy for George Savage, sheriff as aforesaid, by virtue of a writ of *capias ad satisfaciendum*, issued from the Clerk's office of the Superior Court of law for Henrico County, in favor of James Halliday, for thirty-two thousand six hundred and twenty-five dollars, including interest, cost, sheriff's commissions, &c., to the said Sheriff directed, and thereupon the said Neil McCoull hath taken the benefit of the prison rules assigned and laid out by the Superior Court of law, for the said county of Henrico. Now if the said Neil McCoull shall not depart, or go out of the rules or bounds of said prison, then the above obligation to be void, otherwise to remain in full force and virtue.

NEIL McCOULL, [SEAL.]
JOHN McCOULL, [SEAL.]
By his attorney, JEREH. WOODWARD, [SEAL.]
[SEAL.]
[SEAL.]

Signed, sealed, and delivered in the presence of
JNO. ENDERS.

The execution in virtue whereof this bond was taken ought to have directed the sheriff to levy five per cent. interest, instead of six per cent. The bond is therefore for too much by one per cent interest on the principal. The said excess of one per cent. is therefore released, both on the execution and on this bond, and the sheriff is directed to proceed on the execution, and this bond, for only five per cent. interest on the principal mentioned in the execution.

B. W. LEIGH, *Attorney for plaintiff.*

Neil McCoull was charged in jail under this bond, the 15th December, 1820, and took the Insolvent Oath the 21st day of July, 1821; schedule returned to the Clerk's office of the Superior Court of Henrico.

REUBEN TANKERSLEY, *D. S.*
For WM. MAYO.

*Copies.*

TH. C. HOWARD, *D. C., H. S. C.*

"This indenture, made this 26th day of May, in the year of our Lord 1814, between Neil McCoull, of the county of Henrico, and

Julia, his wife, of the one part, and John McCoull and Charles F. Logan of the other part. Whereas, the said Julia McCoull, the wife of Neil McCoull, hath agreed, for and in consideration of the settlement and conveyance of the lands, slaves and effects hereinafter described, to the uses and purposes set forth in this indenture, to convey all her right, title and interest, being one-sixth part in a tract of land on James River, in the county of Powhatan, called and known by the name of Bell Mead, containing about 1170 acres, to such person as the said Neil should direct, and the said land has accordingly been sold, and the proceeds of sale paid or secured to be paid to the said Neil.

"Now, this indenture witnesseth, that for and in consideration of the premises, and in consideration of the sum of one dollar to him, the said Neil McCoull, in hand paid at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said Neil McCoull, hath given, granted, bargained and sold, and doth by these presents, grant, bargain, sell and convey, to the—John McCoull and Charles F. Logan, their heirs and assigns forever, the lands, slaves and effects, to wit:—three lots or tenements of ground in the city of Richmond, one of them on E. street, one other on 17th street, and the other on Locust street, which three lots are bound, and are to be further bound for the payment of certain sums of money, with interest thereon, to Charles Purcell, which interest being first regularly paid to the said Purcell, his heirs or assigns, out of the rents of the said property, then the balance, with all the buildings now on or hereafter to be put on said lots, is intended to be hereafter conveyed. Also, one —— hundred acres of the tract of land called Marion Hill, lying and being in the county of Henrico, and one other hundred acres in the same county of the land the said McCoull purchased of the heirs of Stephen Southall, on the waters of Westham, each of which one hundred acres may be taken in such dif*r*ent parts of the two said tracts as she, the said Julia, or the said John, or Charles, at her request may at any time select, but so as not to int*ifier* with any sales of said land that said McCoull may make previous to said selection, which selection shall be in writing, and recorded as soon as possible thereafter; and provided, if any part of said land should be selected from any parts of the said tracts which the said Neil has now, or may hereafter lay off into lots; that then they shall be taken in entire lots, and not in parts of lots; and nothing herein contained shall be so construed, or understood, as to prevent the said Neil from selling or otherwise disposing of any part of either of said tracts of land previous to said selection being made. Also, one negro man named Joshua, and his wife Silly, with their children and future increase. Also, any carriage and carriage horses, and all the household furniture the said Neil McCoull may die possessed of.

"To have and to hold the said lands, slaves, goods, and effects to them, the said John McCoull and Charles F. Logan, their heirs,

and assigns forever, to the uses and purposes hereinafter mentioned, and to no other use, interest, or purpose whatever; that is to say, the slaves and other personal property to them the said Neil McCoull and his said wife, during their joint lives, and after the death of the said Neil, if the said Julia shall survive him, to her sole and absolute use forever. And if he shall survive her, in like manner to his separate use, the said lands and real property to the following uses and purposes, that is to say, to the use of the said Neil and the said Julia his wife during their joint lives, and on the death of either of them, to the survivor, for life remainder to the children born, or to be born of the marriage, equally to be divided between them, provided that if any of the said children shall die in the lifetime of the said Neil, or of his said wife, without leaving lawful issue, the representatives of such child shall take nothing, by force of this indenture, but its interest in the property hereby conveyed shall cease and determine, provided also that Ann McCoull, and Logan McCoull, children of the said Neil and his said wife, now living, shall take only a life estate in their respective shares of the property hereby conveyed, with remainder in fee simple to their children, equally to be divided; and provided also, that if they the said Neil and his said wife shall have other issue of the said marriage, that it shall and may be lawful for the said Neil and his said wife, or the survivor of them, by deed duly executed, to declare the uses of the share of such child or children to be for life, only with remainder to its issue, in like manner as is provided with respect to the children now living, and if the said Neil McCoull and his said wife shall die without issue living at the time of their death, or the death of the survivor, then one moiety of the said lands and tenements to pass to the children born or to be born of John McCoull, the brother of the said Neil, to them, and their heirs, equally to be divided; or if any of them are *dead* leaving issue, such issue to take the share of its deceased parent, and the other moiety to go to such person or persons as by law would be the right heirs of her, the said Julia McCoull; provided also, and the true intent and meaning of this indenture is hereby declared to be that the said Neil McCoull, and Julia his wife, may by deed duly executed as in the case of a married woman, revoke the uses of this indenture, and declare others, it being understood that the said Neil McCoull, having first conveyed for the same purposes as this trust conveys other property of equal value, may sell, or otherwise dispose of any part of the property hereby conveyed, of which value he, the said Neil McCoull, with the said Julia, or with either the said John McCoull or Charles F. Logan, shall be the sole and entire judges, but no gross or very wide *difrence* in the value of the property must be made; any of the persons to whom only a life estate is hereby conveyed may by leave convey an estate for ten years though he should die sooner, provided the consideration therefor should be a fair one, and payable annually to the lessor, and after

his or her death, to the owner in fee for life, as the case may be, or provided the rent is to be laid out on the land.

"In testimony whereof the parties have hereunto affixed their hands and seals the day and year first written."

NEIL McCOULL. [SEAL.]

"Signed, sealed, and delivered in the presence of—interlined before signing—

"JOS. h. JACKSON, JR. ELISHA BOWLES.
THOMAS DUMWRIGHT. DANIEL C. ELLET.
MORTO SULLIVAN. CHARLES WILLS.

Whereas, this deed was not committed to record in time prescribed by law, and most of the property thereby intended to be conveyed has been lost by decisions in court, the seizures by sheriffs, and otherwise sold and conveyed, so as not now to be bound by this deed, and the cause of the first execution of it yet existing, and in compliance with its true intent and meaning, the within named Neil McCoull, for and in consideration of the premises, doth hereby re-acknowledge the said deed so fare as relates to the property unsold, and by way of replacing in good faith, if possible, property of a value for what has been sold and lost, as well as for the said Julia's agreeing to relinquish her right of dower to a tract of land of 645¼ acres, which he, the said Neil, sold to Mr. Wm. Long some time in November, 1819, and her relinquishing also her right to the lots at Marion Hill, for the use and benefit of the Richmond South End Building Company, as stipulated for by the said Neil with the said Company, as well as for and in consideration of one dollar to him in hand, paid by the said John McCoull, and C. F. Logan, together with Dr. J. T. Swann, of Hanover, David Briggs, Esq., of Fredericksburg, and Wm. F. Carter, Esq., of Goochland, to him in hand paid, the receipt whereof the said Neil hereby acknowledges. He, the said Neil, hath and hereby doth give, grant, bargain, sell, and convey, alien, enfeoff and confirm, for their own proper use and behoof, "unto them the said John McCoull, Chas. F. Logan, Doctor John T. Swann, David Briggs, Esq., and Wm. F. Carter, Esq., all the said Neil's right to the land in Henrico that he bought of the heirs of Stephen Southall, which tho' is perhaps hereinbefore conveyed two hundred and fifty acres of land in Goochland, conveyed to the said Neil by Thomas Miller, Esq., deceased, being part of what S. Paine, Esq., conveyed to the said Miller, a lot on Gillies Creek in the County of Henrico, described as No. in the plan of the property of Wiltshire Lewis, being the first of the lots to the east of the river road, conveyed by Bartlett Still, deceased, to the said Neil, all that part of the lot purchased by the said Neil of Robert Crouch, that lies westward of the ground sold to the Marion Hill Co., No. 3, which tho' has been sold under a deed of trust, but the said Neil thinks can be redeemed—all or any land he the said Neil may be entitled to at Marion Hill, exclusive of the Building Co., all or any

right he the said Neil may possibly have to the land called Windsor, to a tract in Powhatan bought of Thos. Wooldridge, to a tract in Goochland bought of James Turner, but claimed by and in possession of Nathaniel Smith, all debts due to the said Neil, not heretofore assigned or transferred, wheather by judgment, bond, note, account or otherwise, all money, property, or other thing that has or may descend to him the said Neil, in right of his said wife, formerly Julia Logan, or in his own right, or any legacy that may be left her by possibility, with all the property he the said Neil holds, that is known by the name of personal property, if any there be not heretofore conveyed, together with five hundred shares in the Richmond South End Building Co., if so many may be necessary, to make the property herein intended to be conveyed, was estimated to be worth at the time said deed ought to have been recorded, or to the full value of everything the said Neil has received, by virtue of or in consequence of his intermarriage with the said Julia, with interest from the time of the receipt of the several sums respectively, together with any overplus that may remain of the residue of the estate of the said Neil, after paying all his just debts and expenses of various kinds that will occur in the management of the said estate.

To have and to hold the said lands, debts, and other property, wheather real or personal or mixed, to them the said John McCoull, C. T. Logan, Dr. Jno. T. Swann, David Briggs and Wm. T. Carter, their heirs and assigns forever, to the uses and purposes hereinafter mentioned, and to no other use, interest or purpose whatever; that is to say, the said John McCoul, Charles F. Logan, Doct. Jno. T. Swann, David Briggs and Wm. F. Carter, Esqr., or any two of them shall have power to appoint an agent to collect the debts, improve rent, or sell all the land and property hereby intended to be conveyed, to make deeds or other conveyances to the lands, &c., to grant receipts, and generally to do and perform all such acts and things as may be necessary to be done for the completion of the true intent and meaning of this Indenture; but it must be clearly understood that the agent appointed must be approved of by the said Neil before he can proceed to act if it should be necessary after the death of the said Neil, to appoint another or other agents, they shall not have the right to sell any of the land that may belong to this trust, but may do and perform all other acts and things pertaining to this trust. In testimony whereof we have hereunto set our hands and seals, this 2d January, 1821.

NEIL McCOULL, [SEAL.]
[SEAL.]

Witness,
DANIEL C. ELLETT,
TIMOTHY McCARTHY,
CHAS. WILLS.

*In Henrico county Court, Clerk's Office, June the* 11*th*, 1821.

This indenture was proved by the oaths of Daniel C. Ellett, Charles Wills and Morto Sullivan, witnesses thereto, as to Neil McCoull, a party to the same, and with the memorandum and reacknowledgment annexed, which was also proved by the oaths of Daniel C. Ellett, Timothy McCarthy and Charles Wills, and admitted to record; and on the 17th of the same month, this said indenture was further proved in the office aforesaid, by Joseph Jackson, Jr., another witness to the same as to said Neil McCoull.

Teste. J. B. WHITLOCKE, *C. H. C.*

*A copy.*

Teste. J. B. WHITLOCKE, *C. H. C.*

This indenture, made and entered into this 10th day 1821, between Neil McCoull of the first part, David Briggs, Esq., of the town of Fredericksburg, Wm. F. Carter, Esq., of the county of Goochland, John McCoull, Esq., of the county of Spotsylvania, Charles F. Logan, Esq., of the county of Philadelphia, Wm. W. Hening, Esq., and Mr. Joseph Jackson, of the city of Richmond, of the second part—witness, that whereas by means of divers losses by him the said Neil McCoull sustained, and more particularly by the present depressed prices of the property he holds, it has become impracticable for him to meet his engagements, and whereas Dr. James Carter, deceased, late of Goochland county, the aforenamed John McCoull, Richard K. Clough and Richard Young, are securities for the said Neil McCoull for divers large sums of money which he is desirous to save them harmless for, and whereas the said McCoull owes a number of debts for which he has not been sued or given security, but which he is desirous shall be paid, as well as any other just claims that may be against him, for which purpose he makes this deed, and for and in the farther consideration of one dollar to him in hand paid, the receipt whereof is hereby acknowledged, of the second party hereto hath, and by these presents doth give, grant, bargain, sell, alien, enfeoff and release to the said Wm. F. Carter, John McCoull, Charles F. Logan, Wm. W. Hening and Joseph Jackson, their heirs and assigns forever, for their own proper use and behoof all the property, to him the said Neil McCoull in any manner or way belonging, whe*a*ther it be real, personal, or mixed, but more particularly to anything in reversion of the property he has heretofore conveyed, and any shares that may be left in the Richmond South End Building Company, after releasing the incumbrances that is on it, hereby authorizing any two of the second party hereto, by and with the consent of the said Neil, his heirs or executors, to appoint an agent to wind up this trust as speedily as possible, and after paying all clerks, attornies and sheriffs fees, and indemnifying any person or persons who have or may have or may hereafter become security for any appeal that may be necessary to

make in any suits, that is or may be depending relative to the property hereby conveyed, that next to indemnify the said securities, James Carter, deceased, John McCoull, Richard K. Clough and Richard Young, after which to pay all the debts he the said N. McCoull owes for which he has not been sued, and then to pay over any surplus to the amount of the judgment obtained against Neil McCoull in equal proportion to their claims, should there be any surplus after this, it is to be paid over for the benefit of the trust executed by the said Neil, baring date the 2d of this month. To have and to hold the said, hereby intended to be conveyed to them of the second party, hereto their heirs and assigns forever, he the said Neil McCoull, doth hereby for himself, his executors and administrators warrant and defend.

In testimony whereof the parties have hereunto set their hands and affixed their seals the day and year herein first written.

NEIL McCOULL. [SEAL.]
RICHARD YOUNG. [SEAL.]

Signed, sealed, and delivered, in the presence of
JULIUS CRAMP, TUNSTALL BANKS,
WM. SHELTON, LOFTIN N. ELLETT,
DANIEL C. ELLETT, MORTO SULLIVAN.
CHARLES WILLS,

*In Henrico County Court, Clerk's office, June the* 11*th*, 1821.

This indenture was proved by the oaths of Daniel C. Ellett, Charles Wills and Morto Sullivan, witnesses to the same as to Neil McCoull, a party to the same, and admitted to record, and on the 19th day of the same month, this said indenture was acknowledged in the office aforesaid, by Richard Young, another party to the same, and proved by the oaths of Julia Cramp and Tunstall Banks, two other witnesses to same as to said Neil McCoull.

Teste. J. B. WHITLOCKE, *C. H. C.*

*A copy.*

Teste. J. B. WHITLOCKE, *C. H. C.*

This indenture, made and entered into this 8th day of January, 1821, between Neil McCoull and Julia his wife, of the city of Richmond, and county of Henrico, of the first part; Wm. F. Carter, Esq. of the county of Goochland, David Briggs, Esq., attorney at law of the town of Fredericksburg, Charles F. Logan, of the county of Philadelphia, gentleman, John McCoull, Esq., of the county of Spottsylvania, and John G. Williams, Esq., attorney at law of the city of Richmond, of the second part, and such person or persons as have, or may hereafter become members of the Richmond South End Building Company, by subscribing to the compact by which that company is found of the third party hereto, witnesseth, that he, the said Neil McCoull, for and in consideration of the compact aforesaid, and the sum of one dollar to him in hand paid by those of the

agents to pay the notes given by the shareholders, which they are hereby authorized and required to do.

Should I or my legal representative fail to effect sales so that good paper should not be in the hands of the agents one month previous to the payments from the shareholders falling due, then, and in that case the agent or agents of the said shareholders are empowered to advertise, and to make sale for ready money, at least ten days before the notes given to me by the shareholders become due, of as much of the property as will be required to pay the said notes.

The land to be bound in every instance for the payment of the money for which it shall sell.

The company thus formed to be styled the Marion Hill Company No. 3, for whose benefit the agents are immediately after each sale to deposit in bank for collection the notes received from the sale or sales of the property that may be sold with written and irrevocable instructions, to apply the same or the proceeds to the payment, in the first instance, of the said notes of the shareholders to me, and the balance of the said sales are to be transferred or placed to my credit in bank until I shall be paid the further sum of $100,000.

A correct list of the notes payable to me by the shareholders is to be deposited in the bank, signed by the agent; but should any of the notes themselves be previously paid, and consequently not deposited for payment, then, on the day or days upon which the note or notes not deposited would have fallen due, the banks to place to the credit of such shareholder or holders, where notes have thus been previously paid, the amount thereof.

To each shareholder I will give a certificate of his share, his right to which may be transferred by a simple assignment to his assignee, provided the said assignment is dated and notice thereof is given to me within ten days thereafter, and before a further public sale of any of the property shall have taken place.

Not less than one-half of the shareholders shall constitute a meeting thus constituted: any regulations or rules which they may adopt shall be binding upon the whole of the shareholders The shareholders may vote in person or by proxy. In case of the death of any shareholder, his share may be sold by his representatives as personal property, unless he should otherwise direct by his last will, &c. &c.

The profits that may remain after the expenses are paid, to be equally divided between the different shareholders. But should the nett profits exceed $100,000, then the surplus is to be applied to some purpose which the holders of a majority of the shares may think will be most beneficial to the city of Richmond or its environs. After fifty shares are taken, I reserve to myself the liberty of taking the other fifty shares, or any part of them, should I be so disposed, or of selling the same at a higher price than the original subscription price. Should I purchase any lots at the sales, they are not to be considered as forming a part of the sales by which the money to

1824.

pay the notes of the shareholders is to be raised, but sales sufficient are to be made besides, and the title to my purchases to remain in the agents, and to be resold if there should be a deficiency; should there be no deficiency, then they are to be in part of the $100,000 coming to me from the sales.

Should this property now f———ted sell for no more than it is estimated at, there will be a profit accruing to the shareholders of 25 pr. ct., but if my estimate of its value is as much below the price it may sell for as was my estimate of property conveyed to the last company, it will be very much more; I should not be surprised if it should amount to $1000 profit on each share, at the same time there is no possibility of a loss unless what is estimated in my judgment at a fair valuation at the sum of $2250 should not sell for $1000, and the shareholders have not to make any advance.

| | |
|---|---|
| 29 feet front on Locust street, 100 feet deep, and immediately back of Mr. James Brown's late auction store, @ $150 pr. foot, . . . . . | $4,350 00 |
| 700 feet on 4th street, between the residence of the late Samuel Greenhow, Esq., and the poor-house, @ $20 per foot, . . . . . | 14,000 00 |
| A lot in Mr. Wm. Mitchell's plan adjoining the academy ground, . . . . . | 500 00 |
| 8 small lots near Solomon Marks', . . . . | 1,500 00 |
| 100 acres of the low grounds on Marion Hill, @ $1,000, . . . . . | 100,000 00 |
| 374 feet on Water street, running up to the Main street, where it has 16 feet front; and if D street is continued, there will be a considerable front on that street: the lots affords excellent situations for wharfs. I am not a judge of how many, but I think the whole will sell for more than I ask, by a great deal of odds. | 15,000 00 |
| The house and lot No. 5, at Marion Hill: the house is just built, and costs, as I have been informed, upwards of $3,000. The lot is 264 feet square. . . | 4,000 00 |
| 74 lots on Gillies Creek, 132 feet square, @ $680. | 50,320 00 |
| 50 acres of Marion Hill as laid down in the plan, by which I made my last sale, which may be taken from such part of the land I now hold in that plan as the agents may designate, including man's house and garden of two acres—the wheelwright's and blacksmith's shop, and a small brick tenement not yet finished, but shall be at my expense in a short time; several of the lots are inclosed: trees, asparagus, and other articles planted out, @ $800, . . . | 40,000 00 |
| The amount proposed to be sold for $200,000 is | 229,670 00 |
| According to these estimates of the value | 225,000 00 |
| Leaving | 4,670 00 |

to make good any little deficiency there may be by possibility, or if none, to be paid to me of what may remain after $225,000 worth has been sold and not before; or the agents may, before any sale is made, leave out or designate any part of the property they may choose at the estimated value, so as to reduce the sum to $225,000.

I hereby bind myself to give as much ground as may be necessary for a wharf, and to build one of the value of $1,000, at or near the Marion Hill landing, and that the fishery shall be conveyed in such a way as that it shall be for the use of such persons only as may hold property under one or other of the companies to whom I have sold, of which this is the third, until it shall be proper to build more wharfs on the Marion Hill shore. When that time shall arrive, the fishery, or such part as may be destroyed from time to time, to revert to me, my heirs, or assigns, but at the same time reserving to myself no exclusive right of fishing at any time.

NEIL McCOULL.

The undersigned agree each for themselves to take the shares against their respective names, and to give there notes for them as hereinbefore stated.

| | No. of shares. | | No. of shares. |
|---|---|---|---|
| Andw. Stevenson | one. | John Rice | one. |
| F. Wicker | one. | Reuben Johnson | one. |
| Thos. H. Prosser, H. C. | do. | Daniel Triplett | one. |
| James Winston | one. | David Dorrington | one. |
| Pleasant Winston | | Saml. G. Adams | one. |
| Joseph H. Mayo | | William Patterson | one. |
| Benjamin Stetson | | John King { six. } | two. |
| Carter B. Page | one. | John King { six. } | four. |
| William Dabney, Jr. | one. | John Adams | one. |
| Geo. Greenhow | one. | Alexr. Fulton | one. |
| John Seabrook | two. | Wm. Mayo | one. |
| Wm. Mitchell | one. | Manual Judah | one. |
| Frederick Pleasants | one. | James Brown, Jr. | one. |
| Jno. H. Strobia | one. | A. Turner | one. |
| Richard Lorton | two. | Abner Robinson | one. |
| Geo. S. Smith | one. | Thos. Pulling | one. |
| Wm. F. Carter | (No. of shares cannot be made out.) | | |
| David R. Ross | one. | | |
| Rehine / Henry Anderson | (No. of shares cannot be made out.) | | |
| W. Fenwick | one. | | |
| Thos. Hood | | | |
| Jno. Burke | one. | | |
| Jos. Wheaton pr Jno. Burke | one. | | |
| Marion Price | one. | | |
| J. B. Whitlocke | one. | | |
| Thos. H. Mitchell | one. | | |
| Harry Tompkins & Co. | one. | | |

Copy of Exhibit A, filed with amended bill in suit of Anderson *vs.* Long, decided in the late Superior Court of Chancery for the Richmond District at January term, 1827.

Teste. N. P. HOWARD,

*Clerk of Superior Court of Chancery for the Richmond Circuit. May 17th*, 1845.

I, P. Mayo, Clerk of the Court of the United States for the Fourth Circuit and Eastern District of Virginia, do hereby certify, that the foregoing is a true transcript of the record and proceedings in a certain suit in chancery, depending in the said Court of the United States for the Fourth Circuit and Eastern District of Virginia, between Seekamp's administrator, plaintiff, and McCoull, &c., defendants, with all things touching the same, as fully and wholly as they now exist among the records of my office.

In testimony whereof I hereunto set my hand and annex the seal of the said court, this 8th day of October, the year of Christ one thousand eight and forty-nine, and in the 74th year of the independence of the United States of America.

[SEAL.] P. MAYO, *Clerk.*

*Clerk's office of the United States Court for the Fourth Circuit and Eastern Virginia District, Sct.*

I, P. Mayo, clerk of said court, do hereby certify, that the bond required by the order granting the appeal in the case of Seekamp's adm'r against McCoull, &c., is filed in this office.

Given under my hand this 8th day of October, 1849.

P. MAYO, *Clerk.*

Filed December 28th, 1849.